

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

**TUESDAY**

**OCTOBER 7, 2014**

**8:30 A.M.**

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

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

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

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

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

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

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

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Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

**APPROVAL OF THE CONSENT CALENDAR**

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

**PUBLIC COMMENT**

Any member of the audience desiring to address the Board on a matter on the agenda: Please walk to the podium and after receiving recognition from the Chair, please state your name and make your comments. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the subject under discussion. Each person is usually granted 3 minutes to speak; time limitations are at the discretion of the Chair. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.

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

**PLEDGE OF ALLEGIANCE**

**I. APPROVAL OF THE AGENDA**

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

**II. BOARD MEMBER ANNOUNCEMENTS**

**III. CONSENT CALENDAR**

(Items 1 through 28)

**PRESENTATIONS/GOLD RESOLUTIONS**

(Items 1 through 8)

**PRESENTATIONS AT THE BOARD MEETING**

1. Adopt a Gold Resolution and accept a presentation on the California State Associate of Counties 2014 Challenge Award. (County Administrator)
2. Adopt a Gold Resolution to proclaim October 5 through October 11, 2014 as Fire Prevention Week in Sonoma County. (Fire and Emergency Services)
3. Adopt a Gold Resolution to proclaim October 4 through October 18, 2014 as Binational Health Week in Sonoma County. (Health Services)
4. Adopt a Gold Resolution to proclaim October 5 through October 11, 2014 as Mental Health Awareness Week in Sonoma County. (Health Services)

**PRESENTATIONS AT A DIFFERENT DATE**

5. Adopt a Gold Resolution dedicating the Kenwood Plaza Park Gazebo in memory of Bobby Musser-Kirby. (First District)
6. Adopt a Gold Resolution congratulating the Girl & the Fig for being named the 2014 TOPS/Business of the Year by the Sonoma Valley Chamber of Commerce. (First District)
7. Adopt a Gold Resolution honoring Mary Ellen Pleasant as the 2014 Sonoma Valley Muse. (First District)
8. Adopt a Gold Resolution to proclaim October 2014 as Cyber Security Awareness Month. (Information Systems)

CONSENT CALENDAR (Continued)

**SONOMA COUNTY WATER AGENCY**

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

9. Adopt an Easement and Real Property Purchase Agreement and an Easement Agreement at the Farmhouse Inn, 7871 River Rd, Forestville, with Bartolomei Tommervik Bartolomei Properties, LLC, and adopt finding and determination that the proposed transfer is for an adequate consideration, will not adversely affect the Water Agency in any respect, and will not have a significant adverse effect on the environment; and authorize taking the following actions:
- (A) Authorize the Chair to execute Easement and Real Property Purchase Agreement setting forth the terms and conditions for the sale of easements described and granted by the Easement Agreement; and
  - (B) Authorize the Chair to execute an Easement Agreement conveying easement rights to Bartolomei Tommervik Bartolomei Properties, LLC a California limited liability company for deposit into escrow, pending closing in accordance with the terms of the Easement and Real Property Purchase Agreement; and
  - (C) Authorize the General Manager of the Water Agency to execute such documents and take such actions as may be required for the Water Agency to meet its obligations under the terms of the Easement and Real Property Purchase Agreement; and
  - (D) Authorize the General Manager of the Water Agency to file a Notice of Determination with respect to these actions, in accordance with the California Environmental Quality Act. (4/5 vote required) (Fifth District)(Second Reading)
10. Russian River Estuary Water Quality Studies -  
Authorize the General Manager of the Water Agency to execute an agreement with the Regents of the University of California, on behalf of its Davis campus Bodega Marine Lab to provide a monitoring program to evaluate the water quality, flow dynamics, and visual observations of coastal processes of the estuary and outlet channel for the amount of \$360,000; agreement terminates on September 30, 2017. (Fifth District)

**AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR**

- 10.1. Authorize the County Representatives of the California County Tobacco Securitization Agency to accept the Sixth Amendment to the Agency's Joint Exercise of Powers Agreement.

**COUNTY ADMINISTRATOR**

11. Authorize the County Administrator to execute a contract with Carter Global Associates, LLC, doing business as CGL, to update the Criminal Justice Master Plan in the amount of \$246,450 during an award period of October 2014 through April 2015.

**DISTRICT ATTORNEY**

12. Adopt a Resolution authorizing the District Attorney to authorize execution of grant agreement with the California Department of Insurance, to participate in the Workers' Compensation Insurance Fraud Investigation Program in the amount of \$35,388, for the term July 1, 2014, through June 30, 2015.

CONSENT CALENDAR (Continued)

**GENERAL SERVICES**

13. Authorize the Chair to execute an amendment to a consulting contract with The Design Partnership, LLP (TDP) for additional design services for the North County Detention Facility Fencing Project in the amount of \$20,200, for a total contract cost of \$83,062. (Third District)
14. License Agreement Renewals –
  - (A) Authorize the General Services Director to renew and modify the following license agreements:
    - (1) a license with American Medical Response West for a pad site for AMR’s trailer at County’s Los Guilicos Complex at Pythian Road, Santa Rosa (for the Department of Health Services);
    - (2) a license with Demeo Teen Club, Inc. d/b/a Chop’s Teen Club, for premises located at 509 Adams Street, Santa Rosa (for the Probation Department); and
    - (3) a license with the Sonoma County Office of Education, for premises located at 3261 Dutton Avenue, Santa Rosa to be used as a report writing room by Sheriff’s Office deputies (for the Sheriff’s Office).
  - (B) Make findings pursuant to Government Code Section 26227 for the license with American Medical Response West.
15. Authorize the Director of General Services to execute an Intergovernmental Service Agreement between the City of Healdsburg and the County of Sonoma General Services Fleet Operations Division to provide maintenance, repair services, and installation of equipment for its fleet of vehicles and equipment on an as requested basis for the initial term of three years. (Fourth District)

**GENERAL SERVICES/CLERK-RECORDER-ASSESSOR**

16. Authorize the General Services Director to execute a lease with Woodstock Properties, LLC, for approximately 15,145 sq. ft. of storage space at 3033 Coffey Lane, Unit E, Santa Rosa, for the County Clerk-Recorder-Assessor, for an initial rate of \$0.45 per sq. ft. per month (approximately \$6,815 per month, or \$81,780 per year), which is subject to adjustment as more particularly described in the proposed lease, for a 7-year initial term, with two, 5-year extension options. (Second Reading)

CONSENT CALENDAR (Continued)**GENERAL SERVICES/PROBATION**

17. Authorize the General Services Director or his Deputy to execute the following agreements needed for operation of the Probation Department's Day Reporting Center:
- (A) Assignment and Amendment of a Commercial Lease ("Assignment") with B. I., Incorporated ("BI"), for County to assume the existing lease between BI (Tenant) and Southport Land and Commercial Company (Landlord) for approximately 5,840 sf of office space at 2400 County Center Drive, Suite A, Santa Rosa ("Premises") for the Day Reporting Center, with a monthly rent of \$6,815.28, plus the cost of utilities and common area maintenance estimated at \$1,100 per month. The term of the Assignment is scheduled to commence November 1, 2014, to expire January 31, 2016.
  - (B) Revocable License Agreement with BI, for office use of a 150 sf portion ("Licensed Premises") of the proposed County-leased Premises, to provide professional support services for the Probation Department's Day Reporting Center Program, with a term to coincide with commencement of the County's lease following execution of the Assignment, and in lieu of monetary consideration, based upon findings pursuant to Government Code Section 26227 that the License is necessary to meet the social needs of the population of the County and that the County does not need the Licensed Premises during the term of the License. (Third District)(Second Reading)

**HEALTH SERVICES**

18. Healthy Eating and Active Living Grant Award and Contracts
- (A) Authorize the Director of Health Services to execute a grant agreement with Kaiser Foundation Hospitals to accept \$45,000 in revenue to continue implementation of the Healthy Eating Active Living (HEAL) Community Health Initiative in South Santa Rosa for the period October 1, 2014 through December 31, 2014.
  - (B) Authorize the Director of Health Services to execute an agreement with Laurie Hiatt to provide food access and healthy retail environment activities for the period September 9, 2014 through September 30, 2015, in an amount not to exceed \$35,500.
  - (C) Authorize the Director of Health Services to execute the fifth amendment to an agreement with Roseland School District, to continue implementing district-wide worksite wellness programs and policies, increasing the contract by \$5,000, resulting in a new total not to exceed amount of \$342,656 through September 30, 2016.
  - (D) Authorize the Director of Health Services to execute the sixth amendment to an agreement with Santa Rosa Memorial Hospital, to continue implementing the South Santa Rosa leadership training and mentoring program, increasing the contract by \$7,000, resulting in a new total not to exceed amount of \$251,813 through September 30, 2016.

**HUMAN SERVICES**

19. Authorize the Director of Human Services Department to sign and execute a grant agreement for \$25,000 with the State of California, Department of Veterans Affairs for the period of November 1, 2014 through September 30, 2015. The grant funds will provide mental health outreach for men and women veterans who have experienced military sexual trauma.

CONSENT CALENDAR (Continued)

**SHERIFF'S OFFICE**

20. Authorize the Sheriff to execute the Amendment No. 1 to the Agreement with Golden Gate K9, LLC, for law enforcement training services to extend the term through December 31, 2015, and amend the fee schedule at no additional cost.
21. Accept the Fiscal Year 2013-2014 Annual Inmate Welfare Trust Fund Report.
22. Authorize the Sheriff to execute the Agreement with Rotorcraft Support, Inc. for helicopter maintenance services for the term October 1, 2014 through March 31, 2015 for an amount not to exceed \$147,000.

**TRANSPORTATION AND PUBLIC WORKS**

23. Authorize the Chair to sign an agreement with TRC Engineers for engineering design services for the Geysers Road Bridge over Frasier Creek in the amount of \$559,261, which includes a 10% contingency, with a term ending December 31, 2016. (Fourth District)
24. Authorize the Chair to execute a 30-year Agreement between the County of Sonoma and Cotati to allow for transfer of leachate through the Cotati trunk sewer line for an initial payment of \$250,000 along with an annual fee of \$36,567. (Second and Fifth Districts)

**MISCELLANEOUS**

25. Approve the Minutes of the Meeting of August 19, 2014 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Occidental County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District, Sonoma County Water Agency, and Board of Supervisors; and Approve the Minutes of the Meeting of August 19, 2014 for the Sonoma Valley County Sanitation District.

**APPOINTMENTS/REAPPOINTMENTS**

(Items 26 – 28)

26. Approve the Appointment of Gay Johann to the Sonoma Valley Citizens Advisory Commission, El Verano West, for a four year term effective October 7, 2014 through October 7, 2018. (First District)
27. Approve the Appointment of Pat Stevens to the Sonoma Valley Citizens Advisory Commission, alternate, for a four year term effective October 7, 2014 through October 7, 2018. (First District)
28. Approve the Appointment of Rebecca Forth to the Sonoma County Art Advisory Committee for a three year term effective October 7, 2014 through October 6, 2017. (Fifth District)

**IV. REGULAR CALENDAR**

(Items 29 through 34)

**COUNTY ADMINISTRATOR**

**AND**

**SONOMA COUNTY WATER AGENCY**

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

29. State Ballot Measures –
- (A) Adopt a Concurrent Resolution of the Board of Supervisors and the Sonoma County Water Agency Board of Directors declaring support for enactment of Proposition 1, the \$7.5 billion Water Bond.
  - (B) Adopt a Resolution of the Board of Supervisors declaring support for enactment of Proposition 2, the State Budget Rainy Day Fund.

**COUNTY ADMINISTRATOR/**

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

**PERMIT AND RESOURCE MANAGEMENT DEPARTMENT**

30. Report on the Transient Occupancy Tax Administration Audit and Vacation Rental Ordinance –
- (A) Review and accept the Audit of the Transient Occupancy Tax Administration Function dated September 2014.
  - (B) Adopt a Resolution of Intention providing direction to staff to amend the Vacation Rental Ordinance.

**HUMAN SERVICES**

31. Pursuant to Government Code § 7522.56, approve the appointment of Maria Olivia Sandoval as a Home Care Support Specialist Retiree Extra-Help, in order to fill a critically needed position within 180 days of her retirement, with an appointment date as early as October 20, 2014.

**BOARD OF SUPERVISORS**

32. Approve Board Sponsorship of \$4,525 to the Sebastopol Center for the Arts for the AARP Tax-Aide Program at the Sebastopol Veteran’s Memorial Building from February 5, 2015 through April 9, 2015. (Fifth District)
33. Approve a fee waiver for permit and driveway inspection fees for a cost of \$573 to the Sonoma County Horse Council for the improvements to the equestrian parking lot at Bodega Head on Bayflat Road. (Fifth District)

REGULAR CALENDAR (continued)

**SONOMA COUNTY WATER AGENCY**

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

**AND**

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**

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

**AND**

**BOARD OF SUPERISORS**

34. **11:00 A.M.** - Santa Rosa Plain Groundwater Management Plan –
- (A) Conduct a Public Hearing and Adopt the Resolution adopting the Santa Rosa Plain Groundwater Management Plan; determining that adoption of the Santa Rosa Plain Groundwater Management Plan will not have a significant adverse effect on the environment; and authorizing the Water Agency’s General Manager to file a Notice of Exemption.
  - (B) Authorize the Chair, acting as Chair of the Board of Supervisors of Sonoma County, Chair of the Board of Directors of the Sonoma County Water Agency, and Chair of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, to execute a multi-party agreement with the City of Cotati, City of Santa Rosa, City of Sebastopol, City of Rohnert Park, Town of Windsor, United Wine Growers Association, and California American Water Company to cooperatively fund Fiscal Year 2014-15 and 2015-16 implementation of the Santa Rosa Plain Groundwater Management Plan for the amount of \$330,000; agreement terminates on December 31, 2016.

**V. CLOSED SESSION CALENDAR**

(Items 35 - 38)

35. The Board of Supervisors and the Board of Directors of the Sonoma County Water Agency will consider the following in closed session: Conference with Legal Counsel – Potential Initiation of Litigation – Intervention and Filing of Protest and Comments to PG&E Request for Temporary Flow Variance in Federal Energy Regulatory Commission Docket P-77 (Potter Valley Project), (Gov't. Code Section 54956.9(d)(4)).
36. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation – Renewed Efforts of Neighbors Against Landfill Expansion, an unincorporated association vs. County of Sonoma, a political subdivision of the State of California; Sonoma Compost Company, a corporation; Sonoma County Waste Management Agency, a public agency, U.S. District Court-Northern District Case No.: 3:14-cv-03804 TEH, (Gov't. Code Section 54956.9(d)(1)).
37. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Andrew Vanthof and Yugija Vanthof vs. County of Sonoma, Superior Court of the State of California for the County of Sonoma SCV-254722, (Gov't. Code Section 54956.9(d)(1)).
38. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Sandra Irene VanRyckeghem vs. Guy Gullion, et al, Superior Court of the State of California for the County of Sonoma SCV-254722, (Gov't. Code Section 54956.9(d)(1)).

**VI. REGULAR AFTERNOON CALENDAR**

(Items 39 through 43)

**2:00 P.M. - RECONVENE FROM CLOSED SESSION**

39. Report on Closed Session.
40. **PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA** (Comments are restricted to matters within the Board’s jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Please be brief and limit your comments to three minutes. Any additional public comments will be heard at the conclusion of the meeting. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.)
41. Permit and Resource Management Department: Review and possible action on the following:
- a) Acts and Determinations of Planning Commission/Board of Zoning Adjustments
  - b) Acts and Determinations of Project Review and Advisory Committee
  - c) Acts and Determinations of Design Review Committee
  - d) Acts and Determinations of Landmarks Commission
  - e) Administrative Determinations of the Director of Permit and Resource Management

**PERMIT AND RESOURCE MANAGEMENT DEPARTMENT**

42. **2:10 P.M.** – Conduct a Public Hearing and Adopt an Ordinance making changes to the Zoning Code to define and incentivize residential Universal Design; to allow a Restricted Sales Price approach to affordable ownership housing; to make minor changes to address new state and case law; and to make non-substantive changes to provide consistency and compatibility with the new Development Code format; Countywide; ORD12-0005.
43. **ADJOURNMENTS**

**PLEASE NOTE:**

**THE FOLLOWING HEARING WILL BE CONTINUED TO  
JANUARY 27, 2015 AT 2:10 P.M.**

**PERMIT AND RESOURCE MANAGEMENT DEPARTMENT**

Harris Road Right-of-Way Vacation; SUR14-0007 -  
Conduct a Public Hearing and Adopt a Resolution to vacate the Harris Road right-of-way located in unincorporated County, southwesterly of the City of Sonoma.

**NOTE: The next regular meeting will be held on October 14, 2014.**

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

- 1. October 14<sup>th</sup> (AM) - Sonoma Valley Photovoltaic 100 kW
- 2. October 14<sup>th</sup> (PM) – Curreri General Plan Amendment/Zone Change Lot Line, PLP14-0043.
- 3. December 2<sup>nd</sup> (PM) - General Plan Amendment/Zone Change, ZCE13-0003.



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Veronica Ferguson

**Supervisorial District(s):**

All

**Title:** California State Association of Counties 2014 Challenge Award Presentation

### **Recommended Actions:**

Accept presentation on California State Association of Counties 2014 Challenge Award

### **Executive Summary:**

The California State Association of Counties (CSAC) honors innovative county programs and projects through the annual Challenge Awards program. CSAC created The Challenge Awards program in the mid-1990s to recognize new, impactful programs that exemplified the creativity and innovation of local government. The award-winning programs are just a sampling of the creativity and leadership demonstrated each day by California counties.

Sonoma County has received a Challenge or Merit Award in 2007, 2008, 2009, 2010, 2012, and 2013. This year, CSAC received more than 200 entries, which were evaluated by an independent panel of judges closely affiliated with California counties and the programs and services they deliver. Sonoma County has once again been honored, receiving a 2014 Challenge Award for innovation in county government for the Sonoma County Youth Ecology Corps (SCYEC).

This summer, SCYEC provided approximately 183 young people with paid work experience and ecosystem education. The SCYEC is administered by the Human Services Department in close partnership with the Sonoma County Water Agency, the Workforce Investment Board, the Office of Education, New Ways to Work, Parks Alliance, Regional Parks, Ag & Open Space, local youth-serving agencies, and project hosts from all over Sonoma County. This summer also included new partnerships with County Fire Services and the Sonoma County Fair.

The summer started off with the Annual Kick-off event and included the 'Bite of Reality' financial workshop presented by Redwood Credit Union, a tour of Santa Rosa Junior College, Job Link Fridays for older youth to access additional job search resources, community site visit tours and finally the Opportunity Fair where youth participated in mock interviews, talked with employers and educators,

and attended a social media presentation.

**Prior Board Actions:**

Challenge or Merit Awards received in 2007, 2008, 2009, 2010, 2012, 2013

**Strategic Plan Alignment**

**Fiscal Summary - FY 14-15**

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

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

**Staffing Impacts**

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

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

**Attachments:**

List of all 2014 Challenge and Merit Award winners

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

# **2014 Challenge & Merit Award Recipients**

## **California Counties Innovation Award**

Alameda County  
Dig Deep Farms & Produce

## **Challenge Awards**

### **Under 50,000**

Lassen County  
Building a Meaningful Relationship

### **50,001 to 200,000**

Humboldt County  
Interactive Multi-Site Community Meeting

Nevada County  
Nevada County Collaborative Technology Center

### **200,001 to 700,000**

Sonoma County  
Youth Ecology Corps

Stanislaus County  
Employee Mentor Program (EMP)

### **700,001 and Above**

Alameda County  
Engaging 20 Agencies in Climate Action Implementation

Los Angeles County  
Care Clinic Innovation – Long Beach Mental Health

Sacramento County  
Break Away Bike Program at Sacramento County Adult Day Court

San Bernardino County  
Fire Crew Program

San Diego County  
Accela Automation Implementation

Ventura County  
Digitized Business Reply Mail

## **Merit Awards**

### **Under 50,000**

Alpine County  
Memorandum of Understanding with the Washoe Tribe

### **50,000 to 200,000**

Humboldt County  
DHHS Mobile Outreach

### **200,001 to 700,000**

Merced County  
Leadership for Life Program

Placer County  
Co-Occurring Full Service Partnership

Placer County  
Improving Service to Our Community

Placer County  
Integration of Older Adult Services

San Luis Obispo County  
Transitional Age Youth Financial Assistance Program

Tulare County  
Step Up #Lead Program

### **700,001 and Above**

Alameda County  
Alameda County Assessor Canvassing App (BizChek)

Alameda County  
Human Exploitation & Trafficking Watch Community Initiatives

Los Angeles County  
Mileage Authorization and Reimbursement System (MARS)

Orange County  
Sharing Services to Benefit Assessors & Taxpayers

Orange County  
Haster Basin Recreation Park

Orange County  
OC Grip Parent Greeter Program

Orange County  
Santiago Library System Courtesy Delivery Service

Orange County  
Saturday Marriages Openings

Orange County  
The Theo Lacy Jail Facility Sustainability Project

Riverside County  
Faith in Motion – Organizing to Help Kids

Riverside County  
Project HOME

Sacramento County  
Rental Housing Inspection Program

San Bernardino County  
Campaign to End Human Trafficking

San Bernardino County  
Demonstration Property Project

San Diego County  
Embedding Eligibility Workers at Local Food Banks

San Diego County  
Online Building Permits

San Diego County  
Paperless Performance Appraisals

San Diego County  
Plan to Eliminate Homelessness for Families

San Diego County  
San Diego Emergency Smart Phone Application

San Diego County  
Sheriff's Analysis Driven Law Enforcement (SADLE)

Ventura County  
District Attorney's Real Estate Fraud Prosecution Program



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Al Terrell / 565-1152

**Supervisorial District(s):**

All

**Title:** Fire Prevention Week 2014

### **Recommended Actions:**

Proclaim October 5-11, 2014 as Fire Prevention Week for Sonoma County.

### **Executive Summary:**

The Sonoma County Fire and Emergency Services Department (County Fire) is joining forces with NFPA and thousands of other fire departments across North America to commemorate Fire Prevention Week, October 5-11, 2014, "Working Smoke Alarms Save Lives."

Along with firefighters and safety advocates nationwide, the Sonoma County Fire Prevention Officers Association is joining forces with the nonprofit National Fire Protection Association (NFPA) during Fire Prevention Week, October 5-11, to remind local residents about the importance of having working smoke and carbon monoxide detectors in the home and of testing them monthly.

According to the latest NFPA research, working smoke alarms cut the chance of dying in a fire in half. Two-thirds of home fire deaths resulted from fires in homes with no smoke alarms or working smoke alarms.

Carbon monoxide (CO) is called the silent killer because the gas cannot be seen or smelled, chances of dying in your home due to CO poisoning is drastically reduced when homes are equipped with CO alarms. According to NFPA research carbon monoxide incidents not related to fires have been increasing over time. From 2006-2010, an estimated 72,000 non-fire carbon monoxide incidents were reported to U.S. fire departments each year.

To find out more about Fire Prevention Week programs and activities in Sonoma County, residents may contact the Sonoma County Fire and Emergency Services Department at (707) 565-1152 or <http://www.sonomacountyfire.org>. To learn more about "Working Smoke Alarms Save Lives" you may also visit NFPA's Web site at <http://www.firepreventionweek.org>.

Fire Prevention Week is actively supported by fire departments across the country and the Sonoma County Fire and Emergency Services Department recommends proclaiming the week of October 5-11 as Fire Prevention Week for 2014.

**Prior Board Actions:**

The Board of Supervisors has proclaimed Fire Prevention Week for the last several years, most recently on October 8, 2013.

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

Fire Prevention Week serves as a reminder to the public to adopt fire safety practices that prevent fires and save lives and property.

**Fiscal Summary - FY 14-15**

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

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

None.

**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:**

Gold Resolution (A1)

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

None.



County of Sonoma  
State of California

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Date: October 7, 2014

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

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

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4/5 Vote Required

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**Gold Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Proclaiming the Week of October 5-11, 2014, as Fire Prevention Week.**

**Whereas**, the County of Sonoma is committed to ensuring the safety and security of all those living in and visiting our county; and

**Whereas**, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

**Whereas**, home fires killed more than 2,300 people in the United States in 2012, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 365,000 home fires; and

**Whereas**, working smoke alarms cut the risk of dying in reported home fires in half and carbon monoxide incidents not related to fires have been increasing over time; and

**Whereas**, three out of five home fire deaths result from fires in properties without working smoke alarms; and

**Whereas**, in one-fifth of all homes with smoke alarms, none were working; and

**Whereas**, when smoke alarms should have operated but did not do so it was usually because batteries were missing, disconnected, or dead; and

**Whereas**, Sonoma County residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

**Whereas**, according to NFPA research, during 2006-2010, an estimated 72,000 non-fire carbon monoxide incidents were reported to U.S. fire departments each year; and

**Whereas**, carbon monoxide incidents are more common during the winter months, and in residential properties; and

**Whereas**, according to the Consumer Product Safety Commission, engine-driven tools (mainly generators) and heating systems are associated with the largest percentage of non-fire CO deaths; and

**Whereas**, carbon monoxide (CO) alarms will alert people when there is carbon monoxide gas in their home; and

**Whereas**, Sonoma County residents should install carbon monoxide alarms outside of each separate dwelling unit sleeping area in the immediate vicinity of the bedroom(s) and on every level of a dwelling unit including basements; and

**Whereas**, Sonoma County first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

**Whereas**, Sonoma County residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

**Whereas**, the 2014 Fire Prevention Week theme, "Working Smoke Alarms Save Lives: Test Yours Every Month!" effectively serves to remind us that we need working smoke alarms and carbon monoxide alarms to give us the time to get out safely.

**Now, Therefore, Be It Resolved** the Sonoma County Board of Supervisor's hereby proclaims October 5-11, 2014, as Fire Prevention Week throughout the County, and urge Sonoma County residents to test their smoke alarms and carbon monoxide alarms monthly, and to support the public safety activities being offered by numerous fire departments during Fire Prevention Week 2014.

**Supervisors:**

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

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Rita Scardaci, 565-7876

**Supervisorial District(s):**

Countywide

**Title:** Binational Health Week

### **Recommended Actions:**

Adopt a resolution proclaiming October 4 through October 18, 2014 as Binational Health Week in Sonoma County, which promotes improved health for Latinos living in the United States and Canada.

### **Executive Summary:**

Binational Health Week is the largest mobilization effort in America to improve the health and well-being of the underserved Latino population living in the United States and Canada. During Binational Health Week, federal and state government agencies, community-based organizations, and thousands of volunteers come together annually in the month of October to conduct a series of health promotion and health education activities that include workshops, service referrals, vaccinations, and medical screenings.

Binational Health Week fosters community solidarity by bringing together existing resources and thousands of volunteers working together for a common goal. The events are coordinated by the collaboration among community and government agencies from the U.S., Mexico, and other Latin American countries with the purpose of reaching out to the most disadvantaged and vulnerable people, especially those without medical coverage.

This year, Binational Health Week will take place October 4-18, 2014 with eleven Binational Health week events scheduled in Sonoma County from late September through October. This year's focus for the events are: children's health, health insurance enrollment, and driver's licensing for undocumented populations.

To honor Binational Health Week, the Department of Health Services is working with California Human Development and other local agencies and community members on events and activities to improve access to health services for Sonoma County's Latino immigrants and their families. *A Portrait of Sonoma County's* Agenda for Action recommends place-based interventions to mend holes in the safety net for the underserved Latino population.

Furthermore, the Department continues to maintain strong support with the Santa Rosa Family

Medicine Residency, local hospitals, community health centers and other partners in sponsoring the Latino Health Forum. This year, the 22nd Annual Latino Health Forum will be held October 16, 2014 at the Flamingo Conference Resort and will focus on *Latino Behavioral Health: Healthy Mind, Healthy Spirit, Healthy Body*.

The Board also recognizes the work of Mr. George Ortiz for his long-term commitment to coordinating and leading the Binational Health Week events for the past 14 years.

**Prior Board Actions:**

In October 2010, 2012 and 2013, the Board adopted resolutions recognizing Binational Health Week.

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

Recognition of Binational Health Week by the County will lead to increased public support and greater community engagement on important health issues and serves to improve the safety net as recommended in *A Portrait of Sonoma County's Agenda for Action*.

**Fiscal Summary - FY 14-15**

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

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

There are no fiscal impacts associated with this item.

**Staffing Impacts**

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

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

N/A

**Attachments:**

Resolution

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

None



# County of Sonoma

## State of California

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Date: October 7, 2014

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

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

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma,  
State Of California, proclaiming October 4 through October 18, 2014 As  
Binational Health Week In Sonoma County.**

**Whereas**, Binational Health Week is the largest mobilization effort in America to improve the health and well-being of the underserved Latino population living in the United States and Canada;

**Whereas**, during Binational Health Week, federal and state government agencies, community-based organizations, and thousands of volunteers come together to conduct a series of health promotion and health education activities that include workshops, service referrals, vaccinations, and medical screenings; in 2013 3,373 activities were held benefiting 381,175 people;

**Whereas**, Binational Health Week fosters community solidarity by bringing together existing resources and thousands of volunteers working together for a common goal;

**Whereas**, the events are coordinated by the collaboration among community and government agencies from the U.S., Mexico, and other Latin American countries with the purpose of reaching out to the most disadvantaged and vulnerable people, especially those without medical coverage;

**Whereas**, during Binational Health Week this year the main topics are: children's health, health insurance enrollment, and driver's licensing for undocumented populations;

**Whereas**, this year, Binational Health Week will take place October 4-18 in at least 40 U.S. states and 3 Canadian provinces;

**Whereas**, Binational Health Week provides an opportunity to highlight the need to improve health care for Latino immigrants in Sonoma County and throughout California, and provide needed access to local health information and services;

**Whereas**, since Binational Health Week first began, the Department of Health Services has worked with local agencies and community members on events and activities to improve access to health services for Sonoma County's Latino immigrants and their families. The Department has collaborated with the Santa Rosa Family Medicine Residency, local hospitals, community health centers, and other partners in sponsoring the Latino Health Forum;

**Whereas**, Sonoma County will participate in Binational Health Week by offering outreach services, specifically education about the new services becoming available with health care reform this year and by providing immigrant families with information on other health resources and services, and increasing awareness and understanding among immigrant families on high-risk factors affecting their health;

**Whereas**, Sonoma County recognizes the work of Mr. George Ortiz, who has coordinated the organization of Binational Health Week in Sonoma County for the past fourteen years and the many organizations participating in the organizing committee and in the Latino Health Forum; and

**Whereas**, this year the 22nd Annual Latino Health Forum will be held October 16, 2014 with local health and social service providers participating.

**Now, Therefore, Be It Resolved** that the Board of Supervisors of Sonoma County does hereby proclaim October 4 through October 18, 2014 as Binational Health Week in Sonoma County and supports and encourages efforts which improve the health and well-being of the underserved Latino population living in the County.

**Supervisors:**

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

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Shirlee Zane/Rita Scardaci

**Supervisorial District(s):**

Countywide

**Title:** Mental Health Awareness Week

### **Recommended Actions:**

Adopt a resolution proclaiming October 5 through October 11, 2014 as Mental Health Awareness Week in Sonoma County.

### **Executive Summary:**

In 1990 the United States Congress established the first full week of October as Mental Health Awareness Week in recognition of the National Alliance on Mental Illness' (NAMI) efforts to raise mental health awareness. During this week, mental health advocates and organizations across the country join together to sponsor a variety of events to promote community outreach and public education concerning mental health disorders such as major depressive disorder, bipolar disorder, and schizophrenia.

While mental health disorders are important to address year round, highlighting these issues during Mental Health Awareness Week provides a time for people to come together and display the passion and strength of those working to improve the lives of the tens of millions of Americans affected by mental health disorders. This year on October 3<sup>rd</sup>, the Petaluma Community Mental Health Center, in collaboration with the Petaluma Peer Recovery Program, will host a BBQ to celebrate Mental Health Awareness Week. On October 11<sup>th</sup> (3:00 pm at the Summerfield Cinemas in Santa Rosa), NAMI Sonoma County will host the Sonoma County screening of the award-winning documentary film on bipolar disorder, "Of Two Minds." Film directors Doug Blush and Lisa Klein will host a Q&A session following the screening.

This year, in recognition of Mental Health Awareness Week, Sonoma County is honoring two students from Analy High School Kendra Goff and Sullivan Rutherford claimed first prize in the Suicide Prevention category in this year's "Directing Change" video contest. The statewide student video contest, sponsored by the California Mental Health Services Authority (CalMHSA), empowers young people to raise awareness of suicide prevention and end the silence associated with mental health disorders among their peers. Films were judged based on how the entries creatively explored the topics while also

adhering to guidelines about how to safely and appropriately communicate about suicide prevention and mental health.

**Prior Board Actions:**

On October 8, 2013 the Board approved a Gold Resolution recognizing October 6 through October 12, 2013 as Mental Illness Awareness Week in Sonoma County.

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

Recognition of Mental Health Awareness Week by the Sonoma County Board of Supervisors serves to raise awareness of mental health in the County.

**Fiscal Summary - FY 14-15**

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

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

There are no fiscal impacts associated with this item.

**Staffing Impacts**

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

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

N/A

**Attachments:**

Resolution

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

None



# County of Sonoma

## State of California

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Date: October 7, 2014

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

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

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma,  
State Of California, Proclaiming October 5 Through October 11, 2014 As  
Mental Health Awareness Week In Sonoma County.**

**Whereas**, serious mental health disorders such as major depression, bipolar disorder, schizophrenia, obsessive-compulsive disorder, severe anxiety disorders, borderline personality disorder, and post-traumatic stress disorders affect one in every five people annually, are common, and affect many families in Sonoma County;

**Whereas**, mental health disorders affect people from every background and can occur at any age, with adults, seniors and children being affected by potentially disabling disorders;

**Whereas**, people who become disabled by mental health disorders deserve the same guarantee of care already extended to those who face other kinds of disabilities;

**Whereas**, untreated mental health disorders are the leading cause of disability and suicide, and imposes high costs on government in emergency medical care, long-term nursing home care, unemployment, housing, and law enforcement, including juvenile justice, jail and prison costs;

**Whereas**, no individual or family should have to suffer inadequate or insufficient treatment due to language or cultural barriers to care, nor should lives be devastated or families financially ruined by the costs of care;

**Whereas**, serious mental health disorders are highly treatable medical conditions of the brain posing the same concern as cancer, heart disease, diabetes and other disorders;

**Whereas**, scientific research is producing tremendous breakthroughs in the understanding of mental health disorders, resulting in more effective treatments to allow people to recover full and productive lives;

**Whereas**, misunderstandings exist about mental health disorders and social culture often wrongly imposes a stigma on mental health disorders;

**Whereas**, Sonoma County emphasizes strategies to reduce the following negative outcomes that may result from untreated mental health disorders, including: suicide, incarcerations, school failure or dropout, unemployment, prolonged suffering, homelessness or removal of children from their homes; and

Resolution #  
Date: October 7, 2014  
Page 2

**Whereas**, early diagnosis and adequate treatment provided in an integrated service system is very effective, and by preventing disability also saves money and lives.

**Now, Therefore, Be It Resolved** that the Board of Supervisors of the County of Sonoma does hereby proclaim October 5 through October 11, 2014 as Mental Health Awareness Week in Sonoma County to increase public awareness of mental health and to promote treatment and recovery.

**Supervisors:**

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

**So Ordered.**



# County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**

Supervisor Susan Gorin, 565-2241

**Supervisorial District(s):**

First

**Title:** Gold Resolution

**Recommended Actions:**

Adopt a Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Dedicating the Kenwood Plaza Park Gazebo in Memory of Bobby Musser-Kirby

**Executive Summary:**

**Prior Board Actions:**

**Strategic Plan Alignment** Not Applicable

**Fiscal Summary - FY 13-14**

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

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

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**Staffing Impacts**

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

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

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**Attachments:**

Resolution

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

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County of Sonoma  
State of California

Date: October 7, 2014

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

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

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Dedicating the  
Kenwood Plaza Park Gazebo in Memory of Bobby Musser-Kirby**

**WHEREAS**, Michael Kirby and Diane Musser-Kirby chose to support the construction of a gazebo at Kenwood Plaza Park as a tribute to their late son Bobby Musser-Kirby, and;

**WHEREAS**, landscape architect Don MacNair of MacNair Landscape Architecture designed Kenwood Plaza Park in the early 1990s, and;

**WHEREAS**, Mr. MacNair also designed the spectacular new gazebo for Kenwood Plaza Park, as well as volunteered hundreds of hours of time and recruited local contributions for the gazebo, and;

**WHEREAS**, the Kenwood community rallied in support of the Musser-Kirby family and the construction project, with nearly 50 individuals and businesses making extensive donations of materials and services to build the gazebo, and;

**WHEREAS**, members of the community volunteered to host two Kenwood Jazz, Blues and Barbecue events, donating food, wine and auction items and raising thousands of dollars to benefit the gazebo and Kenwood Plaza, and;

**WHEREAS**, the gazebo is now complete and will provide an outstanding new outdoor performance venue for Sonoma County, and;

**WHEREAS**, the Sonoma County Board of Supervisors thanks the Musser-Kirby family and Don MacNair for this thoughtful addition to our community, and;

**Now, Therefore, Be It Resolved** that the Sonoma County Board of Supervisors dedicates the Kenwood Plaza Park Gazebo in Memory of Bobby Musser-Kirby.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

Resolution #

Date:

Page 2



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 Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** No Vote Required

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

**Staff Name and Phone Number:**

Supervisor Susan Gorin, 565-2241

**Supervisorial District(s):**

First

**Title:** Gold Resolution

**Recommended Actions:**

Adopt a Resolution Congratulating the girl & the fig for being named the 2014 TOPS/Business of the Year by the Sonoma Valley Chamber of Commerce

**Executive Summary:**

**Prior Board Actions:**

**Strategic Plan Alignment** Not Applicable

**Fiscal Summary - FY 14-15**

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

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

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**Staffing Impacts**

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

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

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**Attachments:**

Resolution

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

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# County of Sonoma

## State of California

Date: October 7, 2014

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

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

4/5 Vote Required

### Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Congratulating the girl & the fig for being named the 2014 TOPS/Business of the Year by the Sonoma Valley Chamber of Commerce

**WHEREAS**, on August 22, 1997, Sondra Bernstein and John Toulze opened a little café in Glen Ellen, naming it “the girl & the fig” and thus began what is today a mini-empire of two restaurants, one catering company, one event center, two cookbooks, and a successful product line, and ;

**WHEREAS**, on this day in September 2014, the Sonoma Valley Chamber of Commerce recognizes **the girl & the fig** as the 2014 Business of the Year, an honor earned through brilliant business sense, dedication to quality of food and excellent service, commitment to the community, and innovation in the area of sustainability, and;

**WHEREAS**, Proprietor Sondra Bernstein was raised in Philadelphia and attended the Philadelphia College of Art, graduating with a degree in Photography. Economic necessity led her to food service and there she found her “buzz” and eventually, the Sonoma Valley. During her time in this community, she has devoted her whole being to making it a better place to eat, drink and live, and;

**WHEREAS**, Executive Chef John Toulze was raised by French parents in Northern California, therefore it could be argued he was destined to become a chef specializing in “country food with a French passion.” John’s passion for food led him to become a self-taught chef with a commitment to fresh, sustainable, and locally farmed foods, and;

**WHEREAS**, together Sondra and John created a business that is loved by locals, lauded by critics, and swarmed by tourists. Every day, they converge at the antique bar in the historic Sonoma Hotel, dine on the patio from the seasonal menu, sip wine from the Rhone-Along list, and for a moment, all are Sonomans, and;

**WHEREAS**, the philosophy of responsible stewardship has manifested in three important ways: employee relations, sustainable business practices, and community involvement. **the girl & the fig** employs approximately 200 people who earn a fair wage in a professional, safe environment. Over the past five years, **the girl & the fig** has dramatically increased their sustainability practices, including local farming, composting, waste diversion, and water conservation. **the girl & the fig** donates several thousands of dollars to support non-profits in the valley in addition to volunteering time with local organizations, and;

**WHEREAS**, the Sonoma Valley is fortunate to have Sondra Bernstein’s inquisitive mind, generous heart, and earthy humor as our own Mini-Empress Among the Vines , and;

Resolution #

Date:

Page 2

**Now, Therefore, Be It Resolved** that the Sonoma County Board of Supervisors congratulates the girl & the fig for being named the 2014 TOPS/Business of the Year by the Sonoma Valley Chamber of Commerce

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** No Vote Required

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

**Staff Name and Phone Number:**

Supervisor Susan Gorin, 565-2241

**Supervisorial District(s):**

First

**Title:** Gold Resolution

**Recommended Actions:**

Adopt a Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Honoring Mary Ellen Pleasant as the 2014 Sonoma Valley Muse

**Executive Summary:**

**Prior Board Actions:**

**Strategic Plan Alignment** Not Applicable

**Fiscal Summary - FY 14-15**

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

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

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**Staffing Impacts**

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

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

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**Attachments:**

Resolution

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

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# County of Sonoma

## State of California

Date: October 7, 2014

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

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

4/5 Vote Required

### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Honoring Mary Ellen Pleasant as the 2014 Sonoma Valley Muse**

**WHEREAS**, the Sonoma Valley Muse pays homage to people and personalities who have made the Sonoma Valley such a remarkable place, steeped in history, character and natural beauty; and

**WHEREAS**, Sonoma Community Center has chosen Mary Ellen Pleasant as the 2014 Muse because of her significant role in local history. Pleasant was as a former slave turned millionaire who designed and built the homestead at Beltane Ranch. That homestead is now a functioning bed and breakfast after undergoing renovations begun by Rosemary Wood; and

**WHEREAS**, The Mission of Sonoma Community Center is to enrich the lives of the people of Sonoma Valley by fostering a broad range of cultural, educational, and community services and by ensuring the preservation and restoration of its historic building; and

**WHEREAS**; Mary Ellen Pleasant has been described as a “mystery” a “witch” and a “savior”; indeed, she is one of Sonoma Valley’s most unusual and colorful historic characters; and

**WHEREAS**, Mary Ellen was born in either 1814 or 1817, most likely in New Orleans and at 10 years old, she was indentured to a Quaker family in New Orleans. By the age of 13, she earned her freedom and by this tender age, she was schooled in both business and abolitionism. She began helping slaves navigate the Underground Railroad; and

**WHEREAS**, Mary Ellen married James Smith, a wealthy businessman and Abolitionist. When he died, he bequeathed a significant amount of money to her, thus providing the seed money for her future business endeavors. Her second partner, John James Pleasant, also an Abolitionist and her business partner, relocated with her to San Francisco in 1852 and then mysteriously disappeared; and

**WHEREAS**, yet again, Mary Ellen reinvented herself as a shrewd businesswoman who invested in multiple businesses, including mining operations, restaurants, and brothels. Along with her business partner, Thomas Bell, she amassed a \$30 million dollar fortune. During this time, she continued her work with the Underground Railroad and even returned briefly to the East Coast to work with John Brown of Harper’s Ferry; and

**WHEREAS**, while living in post-bellum San Francisco, she was thrown off a streetcar and successfully sued, resulting in outlawing segregation on streetcars. For this and other actions, Mary Ellen was crowned the “Mother of Civil Rights in California”; and

**WHEREAS**, in 1891, Mary Ellen and Bell began purchasing homesteads in the Sonoma Valley, then a popular vacation destination for San Francisco society. One purchase was the Drummond Ranch, which Pleasant renamed “Beltane Ranch” – the name that remains to this day; and

Resolution #

Date:

Page 2

**WHEREAS**, when Thomas Bell died a few months after Beltane Ranch was acquired, Pleasant became the subject of lurid speculation by both residents and the media, ultimately causing her ruination and poverty stricken demise. Pleasant lost her claim to Beltane Ranch to Bell's widow and in the process, her fortune was depleted; and

**WHEREAS**, she was forced to live in an impoverished area of the city, but was ultimately taken in by her friend, Olive Sherwood. In 1904, Pleasant died and was buried in Napa's Tulocay Cemetery. Her tombstone notes "She was a friend of John Brown" and in 2011, the National Park Service named her resting place as a "Network to Freedom" site; and

**WHEREAS**, tonight we join the Sonoma Community Center to celebrate the life of Mary Ellen Pleasant, a woman of courage, character, controversy, and vision. Pleasant personifies the adage "Well behaved women seldom make history" and for this, we in the Sonoma Valley are deeply appreciative of the influence of Pleasant which is woven into our history and therefore, our collective character; and

**Now, Therefore, Be It Resolved that the Board of Supervisors of Sonoma County hereby Honors Mary Ellen Pleasant at the 2014 Sonoma Valley Muse.**

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

John Hartwig (707) 565-6055

**Supervisorial District(s):**

Countywide

**Title:** Proclamation – Cyber Security Awareness Month

**Recommended Actions:**

Adopt Resolution Proclaiming October 2014 Cyber Security Awareness Month

**Executive Summary:**

Today, we are more interconnected than ever before. Not only do we use the Internet to stay connected, informed, and involved, but we rely on it for many of our day-to-day needs. The nation's critical infrastructure relies heavily on the Internet for everything from submitting taxes, to applying for student loans, to following traffic signals, to even powering our homes.

Yet, for all of its advantages, increased connectivity brings increased risk of crime – thus making cybersecurity one of our country's most important national security priorities. Recognizing the importance of cybersecurity, President Obama designated October as National Cyber Security Awareness Month (NCSAM). NCSAM is designed to engage and educate public and private sector partners through events and initiatives with the goal of raising awareness about cybersecurity and increasing the resiliency of the nation in the event of a cyber-incident. October 2014 marks the eleventh annual National Cyber Security Awareness Month sponsored by the [Department of Homeland Security](#) (DHS) in cooperation with the [National Cyber Security Alliance](#) (NCSA) and the [Multi-State Information Sharing and Analysis Center](#) (MS-ISAC).

NCSAM reminds us that being safer and more secure online is a shared responsibility. Emerging cyber threats require engagement from the entire American community – from government and law enforcement to the private sector and most importantly, members of the public – to create a safer cyber environment. Throughout NCSAM and beyond, DHS encourages Americans to ACT – Achieve Cybersecurity Together – reflecting the interconnectedness of the modern world and the responsibility of each of us in securing cyberspace.

Though October is designated as National Cyber Security Awareness Month, throughout the year, the

Information Systems Department is focused on finding new methods to increase Cyber Security Awareness. The Information Systems Department periodically provides information security newsletters to the County workforce via the County intranet, and in person information security education presentations.

The Board of Supervisors is requested to adopt a Gold Resolution proclaiming October as Cyber Security Awareness Month.

**Prior Board Actions:**

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

**Fiscal Summary - FY 14-15**

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

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

There are no costs associated with this recommended action.

**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

<b>Related Items "On File" with the Clerk of the Board:</b>
None



County of Sonoma  
State of California

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Date: October 7, 2014

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

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

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Proclaiming the Month of October 2014 as Cyber Security Awareness Month.**

**Whereas**, we recognize the vital role that technology has in our daily lives and in the future of our Nation, whereby today many citizens, schools, libraries, businesses and other organizations use the Internet for a variety of tasks, including keeping in contact with family and friends, managing personal finances, performing research, enhancing education and conducting business; and

**Whereas**, critical infrastructure sectors are increasingly reliant on information systems to support financial services, energy, telecommunications, transportation, utilities, health care and emergency response systems; and

**Whereas**, the use of the Internet at the primary and secondary school levels in the County of Sonoma enhances the education of youth by providing them access to online educational and research materials; and at institutions of higher education, the use of information technology is integral to teaching and learning, research and outreach and service; and

**Whereas**, Internet users and our information infrastructure face an increasing threat of malicious cyber attack, significant financial and personal privacy losses due to identity theft and fraud; and

**Whereas**, the U.S. Department of Homeland Security has established the Office of Cybersecurity and Communications and devoted resources within it solely to support the strengthening and securing of the country's cyber infrastructure at the state, local, tribal, and territorial levels; and

**WHEREAS**, the Stop.Think.Connect.™ Campaign ([www.stopthinkconnect.org](http://www.stopthinkconnect.org) or [www.dhs.gov/stopthinkconnect](http://www.dhs.gov/stopthinkconnect)) is a national effort coordinated by a coalition of private companies, nonprofits and government organizations to raise awareness about

Resolution #

Date:

Page 2

cybersecurity among all digital citizens, helping them to stay safer and more secure online; and

**WHEREAS**, the Multi-State Information Sharing and Analysis Center, a division of the nonprofit Center for Internet Security, provides a collaborative mechanism to help state, local, territorial and tribal governments enhance cyber security; and the County of Sonoma Information Security Program provides a comprehensive approach to help enhance the security of this County of Sonoma and

**WHEREAS**, maintaining the security of cyberspace is a shared responsibility in which each of us has a critical role, and awareness of computer security essentials will improve the security of County of Sonoma information infrastructure and economy; and

**WHEREAS**, the U.S. Department of Homeland Security ([www.dhs.gov/cyber](http://www.dhs.gov/cyber)), the Multi-State Information Sharing and Analysis Center ([www.msisac.org](http://www.msisac.org)), the National Association of State Chief Information Officers ([www.nascio.org](http://www.nascio.org)) and the National Cyber Security Alliance ([www.staysafeonline.org](http://www.staysafeonline.org)) have declared October as National Cyber Security Awareness Month; and all citizens are encouraged to visit these sites, along with Stop.Think.Connect ([www.stophinkconnect.org](http://www.stophinkconnect.org) or [www.dhs.gov/stophinkconnect](http://www.dhs.gov/stophinkconnect)) to learn about cyber security; and put that knowledge into practice in their homes, schools, workplaces and businesses.

**Now, Therefore, Be It Resolved** that the Sonoma County Board of Supervisors hereby proclaims the month of October 2014 as Cyber Security Awareness Month in Sonoma County.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**

Kevin Campbell 547-1921

**Supervisorial District(s):**

Fifth

**Title:** Adoption of Easements for the Farmhouse Inn Expansion

### Recommended Actions:

Adopt an Easement and Real Property Purchase Agreement and an Easement Agreement at the Farmhouse Inn, 7871 River Rd, Forestville, with Bartolomei Tommervik Bartolomei Properties, LLC, and adopt finding and determination that the proposed transfer is for an adequate consideration, will not adversely affect the Water Agency in any respect, and will not have a significant adverse effect on the environment; and authorize taking the following actions:

1. Authorize the Chair to execute Easement and Real Property Purchase Agreement setting forth the terms and conditions for the sale of easements described and granted by the Easement Agreement; and
2. Authorize the Chair to execute an Easement Agreement conveying easement rights to Bartolomei Tommervik Bartolomei Properties, LLC a California limited liability company for deposit into escrow, pending closing in accordance with the terms of the Easement and Real Property Purchase Agreement; and
3. Authorize the General Manager of the Water Agency to execute such documents and take such actions as may be required for the Water Agency to meet its obligations under the terms of the Easement and Real Property Purchase Agreement; and
4. Authorize the General Manager of the Water Agency to file a Notice of Determination with respect to these actions, in accordance with the California Environmental Quality Act.

(Second reading)

### Executive Summary:

Joe and Catherine Bartolomei approached the staff of the Water Agency in 2013 regarding their interest in purchasing a portion of property owned by the Water Agency. The Water Agency property is located next to their business (the Farmhouse Inn) and is needed for expansion of the business (the Project). The Project would result in an expansion of the Farmhouse Inn parking lot and septic system onto the property currently owned by the Water Agency.

After discussions regarding the schedule for the Project, it became apparent that the process required for the Water Agency to sell the Bartolomeis the property required for the Project would not meet the Bartolomeis' timing requirements. A portion of the Water Agency's property contains the Cotati Intertie Pipeline and certain water transmission system facilities, so that a subdivision of the Water Agency property will be required to allow the Bartolomeis to acquire the portion of the property needed for the Project.

To address the timing concerns, Water Agency staff has negotiated a proposal that would result in a granting of easements required for the Project, to be followed by a finding and determination that the fee property underlying the easement areas are no longer necessary to be retained for the uses and purposes of the Water Agency (which is a requirement for the Water Agency to sell property under the Agency's enabling statute). The grant of easements to the Bartolomeis for the Project would be conditioned upon the Bartolomeis agreement to purchase the fee property underlying the easement areas, as that fee property would have no appreciable value to the Water Agency after the Project was constructed. The total easement area to be granted to Bartolomei will consist of 122,602 square feet (2.814-acres). The portion of the easement area that is proposed for sale to Bartolomei as surplus property consists of 112,602 square feet (2.585-acres). The 10,000 square feet portion of easement that will encumber the existing Cotati Intertie Pipeline will remain in fee ownership by the Water Agency.

As consideration for the grant of easement, the Bartolomeis will pay the Water Agency \$250,000. This figure represents a negotiated estimate of the fair market value of the fee underlying the easement areas. Estimating the market value of the fee is difficult given the location of the property and its current use by the Water Agency. Staff has concluded, however, that \$250,000 represents adequate consideration for the property being transferred.

As additional compensation, the Bartolomeis have agreed to reimburse the Water Agency for the actual costs that have been and will be incurred by Water Agency staff to negotiate and process transfer of the easements and the later sale of the underlying fee property. These costs are estimated to be \$60,000. The Bartolomeis will also agree to undertake all actions necessary to effect a subdivision of the property, so that the specific portions underlying the easements may be sold as surplus. Finally, the Bartolomeis will provide insurance coverage (including environmental contamination insurance) to protect the Water Agency during the period between the grant of easements and the sale of the underlying fee property.

The Easement and Real Property Purchase Agreement (on file with the Clerk) provides for the creation of an Escrow, with a third party of the Bartolomei's choosing, to hold the executed Easement Agreement and payment of the Purchase Price required for the Easement and Real Property Purchase Agreement for dispersal at Closing. In addition to the execution of these Documents by the Chair of the Board, this item requests the Authority for the General Manager to execute such documents and take such actions as may be required for the Water Agency to meet its obligations under the terms of the Easement and Real Property Purchase Agreement. This may include escrow agreements with the Escrow Agent, Escrow Instructions and such other incidental documents that are commonly required for real estate transactions of this nature.

Water Agency staff has reviewed the plans for the Project and has concluded that the improvements

proposed for the Project, and the ensuing uses of the Water Agency property will not adversely affect the Water Agency in any respect.

**CEQA:**

The Sonoma County Permit and Resource Management Department (County) has completed environmental documentation in accordance with the California Environmental Quality Act (CEQA) for the Project. The County prepared an Initial Study/Mitigated Negative Declaration (IS/MND), which addresses the potential impacts related to the Project and measures to mitigate adverse effects of the Project. The County filed a Notice of Determination for the Project on August 7, 2014.

Approval of this item will result in a finding by the Board, on behalf of the Water Agency as a “responsible agency” under CEQA, that with the changes and alterations to the project adopted and required by, and within the jurisdiction and responsibility of, the Sonoma County Permit and Resource Management Department that were incorporated into the project in the IS/MND, the project will not have a significant adverse effect on the environment.

The Water Agency has prepared a Notice of Determination in accordance with CEQA, the State CEQA Guidelines, and the Water Agency’s Procedures for the Implementation of CEQA. As a Responsible Agency under CEQA, Water Agency staff considered the MND as prepared by the County. With the incorporation of the mitigation measures identified in the MND, the Project would not have an adverse impact upon the environment. Granting of the easement will not adversely affect the Water Agency’s ability to carry out its water supply responsibilities and will not have a significant adverse effect on the environment.

**GENERAL PLAN CONSISTENCY:**

The staff of the Sonoma County Permit and Resource Management Department have determined that the granting of easements under the Easement Agreement for the Project comply with the requirements of Government Code, Section 65402, for General Plan consistency.

**WATER AGENCY STAFF RECOMMENDATION:**

Water Agency staff recommends the Adoption of the Easement and Real Property Purchase Agreement and Easement Agreement in the forms presented to the Board for your consideration.

**Prior Board Actions:**

9/9/14 Consideration of the Easement and Real Property Purchase Agreement and an Easement Agreement with Bartolomei Tommervik Bartolomei Properties, LLC

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

This item supports the County goal of Economic and Environmental Stewardship by helping a member of the community to increase the economic potential of their existing business.

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

**Fiscal Summary - FY 14-15**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 60,000	Water Agency Gen Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 60,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 60,000</b>	<b>Total Sources</b>	<b>\$ 60,000</b>

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

Negotiations with Joe and Catherine Bartolomei, obtaining the Board’s approval for execution of Easement and Real Property Purchase Agreement and support required to close a sale transaction is presently estimated to cost the Water Agency \$60,000. Bartolomei has agreed to pay the Water Agency the actual cost of the staff time required to do so. The sale of the Easements will generate \$250,000 in sale proceeds. The Water Transmission Fund will incur the expenses and receive the reimbursement and revenues.

**Staffing Impacts**

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

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

**Attachments:**

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

1. Easement and Real Property Purchase Agreements (4)
2. Easement Agreement (4)
3. Notice of Determination (1 copy)



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 10  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Chris Delaney / 547-1946

**Supervisorial District(s):**

Fifth

**Title:** Russian River Estuary Water Quality Studies

### **Recommended Actions:**

Authorize General Manager of the Water Agency to execute an agreement with Regents of the University of California, on behalf of its Davis campus Bodega Marine Lab to provide a monitoring program to evaluate the water quality, flow dynamics, and visual observations of coastal processes of the estuary and outlet channel for the amount of \$360,000; agreement terminates on September 30, 2017.

### **Executive Summary:**

This item requests approval for the General Manager of the Sonoma County Water Agency (Water Agency) to execute an agreement with Regents of the University of California, on behalf of its Davis campus Bodega Marine Lab (University) to provide monitoring program assistance to evaluate the water quality, flow dynamics, and visual observations of coastal processes of the estuary and outlet channel for the amount of \$360,000; July 1, 2014, through September 30, 2017.

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

The National Marine Fisheries Service (Fisheries) issued a Biological Opinion for Water Supply, Flood Control Operations, and Channel Maintenance conducted by the United States Army Corps of Engineers, the Water Agency, and the Mendocino County Russian River Flood Control and Water Conservation Improvement District on September 24, 2008. Among other things, Fisheries found that the Water Agency's artificial breaching management practices were likely to jeopardize the continued existence of threatened steelhead and adversely modify their critical habitat.

The Biological Opinion's Reasonable and Prudent Alternative 2 requires that the Water Agency collaborate with Fisheries to modify estuary management to reduce marine influence during the summer to promote a higher water surface elevation and improve water quality in the estuary to enhance rearing habitat for steelhead. As required by the Biological Opinion, the Water Agency develops and implements yearly adaptive management plans which lay out the beach management

measures that will be pursued by the Water Agency between May 15 to October 15 of each year in an effort to promote and maintain freshwater lagoon conditions preferred by rearing steelhead.

**SELECTION PROCESS**

University is a research entity specializing in estuarine water quality, flow dynamics and coastal processes. The Water Agency conducts management activities in the Russian River Estuary and develops a yearly management and monitoring plan. The Water Agency has been partnering with University to assist with collection and interpretation of water quality and provide an advisory role in the development of the annual management plans since 2009. The current permit with the California Coastal Commission (Commission) requires that an outside consultant provide additional monitoring services and advisement. Commission staff were satisfied that the University would be able to provide the required services and continued advisory role in the water quality monitoring. Therefore, University was the only firm contacted and was selected to perform the work. Its familiarity with the Russian River Estuary from work on a previous agreement with the Water Agency and its involvement in California coastal lagoon research were important factors in the selection process. Additionally, University's close proximity to the project site will help reduce costs associated with mobilization and travel.

**SERVICES TO BE PERFORMED**

Under the proposed agreement, the University will continue a monitoring program to evaluate the water quality, flow dynamics, and visual observations of coastal processes of the estuary and outlet channel. Monitoring data collected under this Agreement will be used to evaluate the impacts of changes in estuary management as required by the Biological Opinion.

The cost of services will not exceed \$150,000 in fiscal year 2014/2015, \$110,000 in fiscal year 2015/2016, and \$100,000 in fiscal year 2016/2017; the term end date is September 30, 2017. The total agreement amount is \$360,000.

**Prior Board Actions:**

06/14/2011: Approved agreement between Water Agency and University for monitoring services. Cost \$330,000; term end June 30, 2014.

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

County Goal 2: Economic and Environmental Stewardship, This item meets this goal by providing the Water Agency with detailed information on the water quality conditions in the Russian River Estuary to better understand how changes in management affect habitat conditions for rearing salmonids.

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

<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 150,000	Water Agency Gen Fund	\$ 0
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Watershed Planning and Restoration Fund Fees/Other	\$ 150,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 150,000</b>	<b>Total Sources</b>	<b>\$ 150,000</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
FY 2015/2016 appropriation of \$110,000 is from the Watershed Planning and Restoration fund. FY 2016/2017 appropriation of \$100,000 will be budgeted in that fiscal year.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
None			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Draft Agreement			

RW\\FILESERVER\DATA\CL\AGENDA\AGREES\10-07-2014 WA RUSSIAN RIVER ESTUARY WATER QUALITY STUDIES\_SUMM.DOCM

CF/49-5.1-21 UNIVERSITY OF CALIFORNIA, UC DAVIS, BODEGA MARINE LAB (AGREE FOR STUDY OF RUSSIAN RIVER ESTUARY CIRCULATION AND WATER QUALITY MONITORING - SEASONS 2014-2016) TW 13/14-163 (ID 5082



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 10.1 added  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Cathy Patton (707) 565-2073

**Supervisorial District(s):**

Countywide

**Title:** Sixth Amendment to the California Tobacco Securitization Agency JPA

### **Recommended Actions:**

Approval to authorize the County Representatives of the California County Tobacco Securitization Agency to accept the Sixth Amendment to the Agency's Joint Exercise of Powers Agreement.

### **Executive Summary:**

On October 24, 2000, the Board of Supervisors approved the formation of the California County Tobacco Securitization Agency, along with Kern, Merced, and Stanislaus Counties. The Agency, a Non-profit Public Benefits Group, was created solely to facilitate the issuance of Tobacco Bonds, and to protect against the risk of county exposure, should Tobacco Revenue decline, or a member of the tobacco industry file bankruptcy. On May 28, 2002, the Counties of Marin, Placer and Fresno were granted admission to the Agency. On August 8, 2002, the County of Alameda was admitted; On December 13, 2005, the County of Los Angeles County was admitted to the Agency. The Board of Supervisors approved the Fourth Amendment to the Joint Exercises of Power Agreement (JPA) on February 28, 2006 to facilitate certain administrative duties of the JPA through an Operating Committee, and to provide a simplified set of rules for the appointment of officers. Lastly on May 8, 2012 the Board of Supervisors approved a clarification to Section 7 allowing the Operating Committee to meet in lieu of a Commission meeting and also allow teleconference meetings to the extent permitted by the Brown Act.

It is now proposed that Sonoma County approve the Sixth Amendment to the JPA to amend Section 7 regarding annual meetings. Historically, the Agency has approved bond issuances at special meetings held at the request of an affected member. However, in 2009, Government Code Section 6592.1 was enacted, requiring that joint powers agencies adopt bond authorizing resolutions at regular (as versus special) meetings held pursuant to Government Code Section 54954. Rather than comply with the regular meeting requirement of Section 6592 by identifying a time/date certain for the Commission's annual meeting, and requiring that the entire Commission approve Tobacco Bonds, a Sixth Amendment to the Agreement has been drafted.

The Amendment eliminates the Bond Issuance Subgroup and substitutes in its place an identically composed group called the Bond Issuance Standing Committee, with continuing subject matter jurisdiction over issuance and sale of Tobacco Bonds. Per Section 54954, meetings of a standing committee for which an agenda is posted at least 72 hours in advance of the meeting pursuant to Section 54954.2(a) are considered regular meetings of the legislative body (the Commission). Also per Government Code Section 54952, standing committees of a legislative body, irrespective of their composition, which have a continuing subject matter jurisdiction, fixed by formal action of a legislative body, are legislative bodies for purposes of Section 54954. There is no statutory requirement that the whole Commission, rather than a standing committee, vote to authorize the issuance of bonds by the Agency. Thus, the procedure for approval of Tobacco bonds will not change from current practice.

This action will have no fiscal impact to Sonoma County

**Prior Board Actions:**

October 24, 2000 – Board approved Resolution 00-1310 authorizing formation of the California County Tobacco Securitization Agency. May 28, 2002 – Approval of the addition of the Counties Marin, Placer & Fresno to the Agency; August 8, 2002 – Approval of the Agency addition of Alameda; December 13, 2005 – Approval of the addition of Los Angeles to the Agency; February 28, 2006 – Approval of the creation of an Operating Committee and simplified set of rules for Officer appointment; May 8, 2012 – Approval of Section 7 clarification regarding Operating Committee meeting options.

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

The California County Tobacco Securitization Agency (JPA) allows the County to securitize and invest future revenues with the intent to provide capital project funding.

**Fiscal Summary - FY 14-15**

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

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

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Sixth Amendment to Joint Exercise of Powers Agreement of the California Tobacco Securitization Agency			



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Administrators Office

**Staff Name and Phone Number:**

Julie S. Paik, x3783

**Supervisorial District(s):**

**Title:** Criminal Justice Master Plan Update

### **Recommended Actions:**

Authorize the County Administrator to execute a contract with Carter Global Associates, LLC dba CGL to update the Criminal Justice Master Plan in the amount of \$246,450 during an award period of October 2014 – April 2015.

### **Executive Summary:**

**1. Project Background and Description** In early 2006 Sonoma County was fast approaching maximum capacity in our adult detention facilities. At the time, we were nearing almost 20,000 annual bookings and an updated jail bed forecast was predicting we would need to add over 1300 beds to our capacity and replace an aging facility, to meet our needs by 2025. This drove Sonoma County to study our criminal justice system to see if we were making full use of jail alternative programs and if system efficiencies could be gained.

In 2007, Sonoma County received the *Sonoma County Corrections Master Plan*. This was followed by the *2009 Sonoma County Adult Criminal Justice Phase 2 Master Plan: A Model for Change*. These studies resulted in some key recommendations focused through a “systems approach” to criminal justice, considering a full range of detention alternative programs to reduce recidivism and which protect public safety. The primary recommendations County staff have been working to implement are to establish a pre-trial services program, establish an Early Case Resolution court, expand sentencing alternatives through a Day Reporting Center and a Community Corrections Center, and to assign program resources based upon offender risk.

In 2011, the California State legislature approved AB 109 and AB 117, and Governor Brown signed these into law. Collectively known as Public Safety Realignment, this legislation provided the framework for the transfer of responsibility and funding for various adult offender populations and vested county Community Corrections Partnerships with the responsibility to advise county Boards of Supervisors as to how their county should implement realignment and invest resources at the local level. Under Public Safety Realignment, counties are now responsible for the following

offender populations:

- **Lower Level Offenders** convicted of non-serious, non-violent, and non-sex offenses now serve their time in the local jurisdiction, either in jail, under Mandatory Supervision, or a combination of both, known as a split sentence. **Post-release Community Supervision** for a specified population of inmates who are being discharged from prison. **Parole Violators** must now serve their sanctions for violation in the local jail, rather than state prison; their violation hearings take place in Superior Court.

Sonoma County contracts for a variety of services that address treatment and social functioning factors of the adult offender population, including sex offender treatment, substance abuse treatment, culturally and gender specific services, batterer's intervention programming, short and long-term housing, sober living environments, parenting skills and child abuse prevention courses, cognitive skill building, gang intervention, employment readiness training, vocational training, job search assistance, cognitive behavioral therapy, etc. These are offered by county staff and community-based organizations.

## 2. Services to be Performed

The primary goal is to update the 2009 Sonoma County Adult Criminal Justice Phase 2 Master Plan, taking into account and identifying, where possible, the impacts of Public Safety Realignment and other change that has occurred since the Phase 2 Master Plan was accepted. Specific tasks include the following:

- To assess the system to establish a new current baseline of the system,
- To develop models to predict future system growth and evaluate existing and possible future programs (including those previously recommended but not yet implemented),
- To identify future system approaches, both in programs and facilities that will maximize resources and detention alternatives,
- To develop a Needs Assessment for future construction funding,
- To provide staff with tools and documentation necessary so staff can continue data ,collection, tracking, reporting and monitoring of outcomes, both at the program level as well as the system level and
- To develop a system-wide logic model.

## 3. Selection Process

On February 28, 2104 the County issued a Request for Proposals on the County website. Five firms submitted Proposals in response:

1. Carter Global Associates dba CGL
2. Crime and Justice Institute at Community Resources for Justice
- 3 Institute for Law and Policy Planning
4. MGT of America
5. Resource Development Associates

The following criteria were used to evaluate the proposals.

- a) Demonstrated ability to perform the services described;
- b) Experience, qualifications and expertise;
- c) Quality of work as verified by samples and references;

- d) Costs relative to the scope of services;
- e) A demonstrated history of providing similar services to comparable entities;
- f) Willingness to accept the County's contract terms; and
- g) Any other factors the evaluation committee deems relevant.

The proposals were initially screened by a panel of representations from the Justice Departments, including the Sheriff's Office, District Attorney's Office, Probation Department, Public Defenders Office, General Services Department and Department of Health Services. Eventually, all five vendors were asked to participate in phone or in-person interviews. After the first round of interviews, two vendors were asked to return for a final interview with the panel and a secondary interview with the County Administrator and her staff. Based on the written proposals and two rounds of interview, Carter Global Associates was selected to perform the work based on the criteria listed, but also including its ability to complete the work in the appropriate timeframe.

During the RFP process, the County became aware that the Board for State and Community Corrections may release an RFP for the next round of jail construction funding. If history serves as a guide, the County would need to have an initial Needs Assessment around April 1, 2014. The County is confident that Carter Global Associates can deliver this product as part of the overall Update.

**Prior Board Actions:**

The last Board action took place in 2008 when it approved the *2009 Sonoma County Adult Criminal Justice Phase 2 Master Plan: A Model for Change*.

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

This study will ensure that systems, programs and facility recommendations meet the needs of the community and the population served and make the County more productive and safe.

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 246,450	County General Fund	\$ 100,000
Add Appropriations Req'd.	\$	State/Federal	\$ 50,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$ 96,450
	\$		\$
<b>Total Expenditure</b>	<b>\$ 246,450</b>	<b>Total Sources</b>	<b>\$ 246,450</b>

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

An additional funding request will be made at the CCP meeting on September 29, 2014 for \$96,450. If the funds are not approved, budget adjustments shall be made and the monies will come from Contingencies.

**Staffing Impacts**

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

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

**Attachments:**

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

On file with the Board



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** District Attorney's Office

**Staff Name and Phone Number:**

Cindy Williams 565-2818

**Supervisorial District(s):**

1, 2, 3, 4, 5

**Title:** Workers' Compensation Insurance Fraud Grant

### **Recommended Actions:**

Adopt a resolution, authorizing the District Attorney to execute the grant agreement with the California Department of Insurance, to participate in the Workers' Compensation Insurance Fraud Investigation Program in the amount of \$35,388, for the term July 1, 2014, through June 30, 2015.

### **Executive Summary:**

The District Attorney is currently participating in the Workers' Compensation Insurance Fraud Program, a grant program offered through the California Department of Insurance (DOI). The amount the District Attorney anticipates receiving for this program is \$35,388 for FY 2014-2015. This funding will cover the cost of a 0.1 FTE Deputy District Attorney and a 0.1 FTE DA Investigator and also includes funding for training, public outreach and audit expenses.

#### Workers' Compensation Insurance Fraud Program

The DOI Workers' Compensation Fraud Program was established in 1991 through the passage of Senate Bill 1218 (Chapter 116), and the District Attorney has participated in this program since 1996. The law, which made workers' compensation fraud a felony, required insurers to report suspected fraud, and established a mechanism for funding enforcement and prosecution activities. The funding comes from California employers as a portion of the premium paid. Senate Bill 1218 also established the Fraud Assessment Commission, which determine the level of assessments to fund investigation and prosecution of workers' compensation insurance fraud in consideration of premiums collected. For Fiscal Year 2014/15, the Fraud Assessment Commission allocated \$35,388 to Sonoma County District Attorney's Office to continue its participation in the statewide Worker's Compensation Insurance Fraud program.

Historically, Workers' Compensation fraud cases which have been referred to the DA's Office have typically been claimant fraud. These cases include claiming a non-work injury, filing multiple claims for the same injury, working at another job while collecting disability benefits, and related schemes to cheat

the Workers' Compensation system. While the District Attorney's Office will continue to prosecute these more established types of claimant fraud cases, the Fiscal year 2014/15 program will also focus efforts upon the detection and prosecution of workers' compensation insurance fraud committed by service providers. Grant funds afford the DA's Office more resources to focus on cases which are by nature more obscure and traditionally more difficult to detect. These more sophisticated kinds of workers' compensation frauds, committed by providers and insiders, adversely impact a broader spectrum of people than do the basic claimant fraud cases. Examples of such service provider fraud include billing fraud, which might be committed by insurance business employees who include false information in their clients' applications in order to secure a lower rate; and premium fraud which might be committed by business owners who may lie about their business information in order to get a better rate. In addition, the District Attorney's Office intends to work with the Department of Insurance detectives in order to conduct sweeps in Sonoma County with the goal of identifying and prosecuting employers who are operating businesses without workers' compensation insurance. This new focus will help ensure that the types of cases being prosecuted in this county are truly reflective of the nature of fraud actually experienced by the county.

The 2014/15 grant award of \$35,388 is slightly less than the award from the previous fiscal year, but overall is an increase in the amount of funding over previous years:

Fiscal Year	2011/12	2012/13	2013/14	2014/15
Workers' Comp Grant Funds	\$24,353	\$21,546	\$36,527	\$35,388

The Workers' Compensation Fraud caseload is modest: annually the DA's Office initiates about ten investigations per year and about four prosecutions per year. The nature of the cases, however, is complex, and is typically work-intensive for the designated investigator and prosecutor. Most cases that are tried span months before resolving. Current funding levels are appropriate to the investigative and prosecutorial resources put into these cases. DOI grant funds require no match for the County.

**Prior Board Actions:**

The Board has approved Resolutions authorizing the Workers' Compensation Insurance Fraud grant each year beginning with FY 1996-1997.

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

Participation in the Workers' Compensation Insurance Compensation Fraud grant program connects County of Sonoma with regional partners and investigations bureaus to the broader statewide mission to protect the public from economic loss and distress by actively investigating, arresting, and investigating those who commit insurance fraud crimes and other violations of law.

<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 35,388		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 35,388
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 35,388</b>	<b>Total Sources</b>	<b>\$ 35,388</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
District Attorney's Office has participated in the Department of Insurance Workers Compensation Insurance Fraud program since 1996; These funds were anticipated prior to the beginning of the current fiscal year and are included in the FY 2014-15 Budget.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Resolution			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None			



County of Sonoma  
State of California

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Date: October 7, 2014

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

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

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The District Attorney's Office To Apply For A Grant For Prosecution Of Workers' Compensation Fraud From The Insurance Fraud Commissioner Of The State Of California For Fiscal Year 2014/15.**

**Whereas**, the Sonoma County Board of Supervisors desires to undertake a certain program designated as Workers' Compensation Insurance Fraud Program to be funded in part from funds made available through California Insurance Code Section 1872.83, California Code of Regulations Sub-chapter 9, Article 3, Section 2698.55 and administered by the California Department of Insurance;

**Now, Therefore, Be It Resolved** that the District Attorney of the County is authorized, on its behalf to apply for and accept a grant for Workers' Compensation Insurance Fraud Program from the California Department of Insurance and is authorized to execute on behalf of the Sonoma County Board of Supervisors the Grant Award Agreement including any extensions or modifications thereof.

**Be It Further** Resolved that the grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Mike West: 707-565-3665

**Supervisorial District(s):**

3rd

**Title:** NCDF Fencing Project – The Design Partnership Contract Amendment

### **Recommended Actions:**

Authorize the Chair of the Board to execute an amendment to a consulting contract with The Design Partnership, LLP (TDP) for additional design services for North County Detention Facility (NCDF) Fencing Project in the amount of \$20,200, for a total contract cost of \$83,062.

### **Executive Summary:**

The change in the type of prisoner being housed at the North County Detention Facility (NCDF) as a result of Criminal Justice Realignment (AB109) has raised concerns on the part of the Sheriff's Department that NCDF's existing perimeter security system may be inadequate to maintain the required level of public and staff safety and security. Based on this concern the need to upgrade the NCDF perimeter security system was classified as the highest priority capital project submitted by the Sheriff's Department for Fiscal Year 13/14.

### **Project Description:**

The Facilities Development and Management Division of the Sonoma County Department of General Services, in coordination with the Sheriff's Office have started the process of evaluating and upgrading the NCDF perimeter security. The work includes modifications to existing fencing, installation of some new fencing, and modifications and additions to the perimeter detection system. These upgrades will provide increased security and safety at NCDF.

### **Background:**

On July 30, 2014 the Board of Supervisors authorized a contract with The Design Partnership, LLP (TDP) for NCDF Fencing Upgrades. TDP has completed an evaluation of the existing perimeter fence and security system at the NCDF and is developing construction drawings and specifications based on their evaluation.

Based on information obtained in the evaluation process coupled with input received from Sheriff Department detention staff a contract amendment is needed to incorporate additional and more complex design components into the project work scope. Specifically a pre-warning system which notifies Sheriff's staff when someone approaches the perimeter fence will be incorporated into the perimeter design upgrades. The additional design work mandates that the project design contract budget be augmented.

**Schedule**

Based on the criticality of the improvements the work is being delivered in three bid packages: replacement of gate operators, fencing upgrades, and perimeter detection systems. Construction on the project started in August with replacement of the gate operators. Completion of all three construction packages is expected in March of 2015. The project is funded by the Criminal Justice Construction Fund through the Capital Projects Budget.

**Prior Board Actions:**

7/30/14 – Authorize the Chair of the Board to execute consulting contract with The Design Partnership, LLP in the amount of \$62,862.

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

This project increases the safety and security of the NCDF for both staff and inmates.

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 83,062	County General Fund	\$ 83,062
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 83,062</b>	<b>Total Sources</b>	<b>\$ 83,062</b>

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

This project was approved in the Capital Project Plan to be funded from the Criminal Justice Construction Fund: \$659,000 in FY 13/14 and \$200,000 in FY 14/15. Total project costs are estimated to be \$859,000 with approximately \$700,000 budgeted for construction. The remaining \$159,000 is for soft costs including \$83,000 in design fees. The proposed fees are within the project budget:

- \$62,862 – NCDF Perimeter Fence/Security Upgrade Project
- \$ 0 – Amendment #1 - Extension of contract time
- \$20,200 –Amendment #2 – Security system design documents

**Total**    \$83,062

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
None			
<b>Related Items “On File” with the Clerk of the Board:</b>			
The Design Partnership contract #2656 Amendment #2 The Design Partnership contract #2656			



## 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:** October 7, 2014

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Marc McDonald, General Services, 565-3468

**Supervisorial District(s):**

All

**Title:** Renewal of License Agreements

### **Recommended Actions:**

- 1) Authorize the General Services Director to renew and modify the following license agreements: a) a license with American Medical Response West for a pad site for AMR's trailer at County's Los Guilicos Complex at Pythian Road, Santa Rosa (for the Department of Health Services); b) a license with Demeo Teen Club, Inc. d/b/a Chop's Teen Club, for premises located at 509 Adams Street, Santa Rosa (for the Probation Department); and c) a license with the Sonoma County Office of Education, for premises located at 3261 Dutton Avenue, Santa Rosa to be used as a report writing room by Sheriff's Office deputies (for the Sheriff's Office) (Please see Attachment 1 for agreement terms.)
- 2) Make findings pursuant to Government Code Section 26227 for the license with American Medical Response West.

### **Executive Summary:**

#### **General.**

This Board item involves the renewal and amendment of three license agreements ("Agreements"), involving real property where the County is the owner or tenant. The attachment (Summary of Agreement Terms) contains the specifics for each Agreement, including the proposed term extensions. All existing Agreements require renewal in order to allow the programs to continue to operate at the current premises. The terms for the subject Agreements expired on June 30, 2014 and programs remain in place by mutual agreement. Staff requests your Board authorize the execution of the proposed amendments to renew the Agreements, extend the terms and modify certain terms of the Agreements.

#### **Public Interest.**

Government Code Section 26227 allows "the Board of Supervisors to contract with other public agencies or private agencies or individuals to operate those programs which the Board of Supervisors determines will serve public purposes." In the furtherance of those programs, the Board of Supervisors may make available any real county property which is not and, during the time of possession, will not be needed for county purposes, and will be used to carry out such programs, upon terms and conditions

determined by the Board to be in the best interests of the county and the general public. Staff is recommending and requesting that the Board find that the services provided by American Medical Response West will serve public purposes. American Medical Response West uses the site for the purpose of operation of mobile life support services for the general public, including ambulance services and medical services provided under written contract with the County Department of Health Services.

This Public Interest finding is not necessary for the Agreements with the Demeo Teen Club, Inc. d/b/a Chop's Teen Club (Chop's), and the Sonoma County Office of Education (SCOE), as the County is the licensee/tenant and the subject property is not owned by the County. The purpose of the Chop's Agreement is to provide office and meeting room space for the delivery of crime prevention services by County Probation staff to juveniles, which is funded by the Youthful Offender Block Grant. The purpose of the SCOE Agreement is to provide field space for the Sheriff's Office for law enforcement services, including report writing, computer usage, meetings, briefings, and general administrative tasks.

**Prior Board Actions:**

06/28/05—Authorized General Services Director to execute license agreement with American Medical Response West

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

The execution and renewal of the subject agreements provides these organizations with the space needed to continue to provide services for the benefit of the constituents of the County of Sonoma.

**Fiscal Summary - FY 14-15**

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

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

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
Attachment 1: Summary of Agreement Terms			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Copies of proposed amendments			

## SUMMARY OF AGREEMENT TERMS

Description	Type of Agreement	County Interest	Other Party Name	Location	Original Commence-ment Date	Current Expiration Date	Proposed Expiration Date	Consideration per month	Government Code Finding, If Any	See Note
Pad site for trailer	License Agreement	Owner/ Licensor	American Medical Response	Los Guilicos Campus, Santa Rosa	06/28/05	06/30/2014	06/30/2016, with three, 1-year options	\$1,067.48 per month, subject to 4% fixed annual increases	Meets social needs of population under §26227 and property not needed by County for other purpose during term	1
Group meeting room space	License Agreement	Licensee	Demeo Teen Club Incorporated, d/b/a Chop's Teen Club	509 Adams Street, Santa Rosa	07/01/09	06/30/14	06/30/16, with three, 1-year options	\$215 per month (no change)	None required	2
Room for general administrative uses	License Agreement	Licensee	Sonoma County Office of Education	3261 Dutton Avenue, Santa Rosa	09/15/11	06/30/14	06/30/16, with two, 1-year options	\$500 per month (no change)	None Required	3

**Notes:**

1. The American Medical Response utilizes a portion of County property at Los Guilicos for operation of mobile life support services, including ambulatory services, pursuant to a Memorandum of Understanding with the Department of Health Services.
2. The County Probation Department receives State grant funding through the Youth Offender Block Grant program for the provision of crime prevention services to juveniles. The group meeting room space, provided under the Agreement, is utilized by County staff to provide intervention services and counseling, group and individual sessions for juveniles.
3. The County Sheriff's Office utilizes one room (the "SCSO Room") in the building for office functions related to law enforcement services including report writing, computer usage, meetings, briefings, and general administrative tasks.



## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

David Worthington: 707- 565-2809

**Supervisorial District(s):**

4<sup>th</sup> District

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

### **Recommended Actions:**

Authorize the Director of General Services to execute an Intergovernmental Service Agreement between the City of Healdsburg and the County of Sonoma General Services Fleet Operations Division to provide maintenance, repair services, and installation of equipment for the City's fleet of vehicles and equipment for the initial term of three years.

### **Executive Summary:**

At the request of the City of Healdsburg, due to an immediate operational safety need, the General Services Department entered into a short term agreement on February 3<sup>rd</sup>, 2014 to provide patrol vehicle build-up services to the City for two new patrol vehicles. The Fleet Operations Division's expertise and experience in the installation and set-up of emergency response vehicle equipment was the determining factor for the City requesting assistance.

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

#### Overview of Agreement:

The City has a total of 135 vehicles and equipment including sedans, pickups, medium and heavy duty trucks, trailers, emergency response vehicles, and off road equipment. The agreement would assist the City in managing their vehicle and equipment assets.

The scope of services includes performing periodic maintenance, repairs, and installation of

equipment for its' fleet of vehicles and equipment.

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

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

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

**Prior Board Actions:**

None

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

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

<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 50,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 50,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 50,000</b>	<b>Total Sources</b>	<b>\$ 50,000</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<p>The number of vehicles and equipment serviced and repaired, vehicle build-ups, and specialized equipment installations will vary from year to year. The \$50,000 expenditure is based on the anticipated work load which includes equipment installations in two patrol vehicle that will be completed by the end of the 14-15 FY. The \$50,000 will be recovered through billings to the City of Healdsburg for services rendered. The agreement will not require increasing FTE resources as current staffing levels are sufficient to perform the services noted.</p>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None			
<b>Attachments:</b>			
None			
<b>Related Items "On File" with the Clerk of the Board:</b>			
One (1) copy of the Fleet Operations Intergovernmental Service Agreement.			



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** General Services / Clerk-Recorder-Assessor

**Staff Name and Phone Number:**

Ed Buonaccorsi, General Services, 707-565-2463  
Ray Leonard, Clerk-Recorder-Assessor, 707-565-1880

**Supervisorial District(s):**

All

**Title:** New lease for the Clerk-Recorder-Assessor warehouse storage space at 3033 Coffey Lane, Santa Rosa, California

### Recommended Actions:

Authorize the General Services Director to execute a lease with Woodstock Properties, LLC, for approximately 15,145 sq. ft. of storage space at 3033 Coffey Lane, Unit E, Santa Rosa, for the County Clerk-Recorder-Assessor, for an initial rate of \$0.45 per sq. ft. per month (approximately \$6,815 per month, or \$81,780 per year), which is subject to adjustment as more particularly described in the proposed lease, for a 7-year initial term, with two, 5-year extension options

### Executive Summary:

This item requests the Board authorize the General Services Director to execute a lease for approximately 15,145 sq. ft. of storage space at 3033 Coffey Lane, Santa Rosa, at an initial rate of \$0.45 per sq. ft. per month, for an initial 7-year term, with two, 5-year extension options.

**Existing CRA warehouse and storage facilities.** The Department of the Clerk-Recorder-Assessor ("CRA") Registrar of Voters Division ("ROV") has leased warehouse storage space at 3345 Industrial Drive, Unit #13, Santa Rosa, since 1994, and 3343 Industrial Drive, Unit #3, Santa Rosa, since 2001 for storage of ROV voting supplies, machines and equipment. CRA has also leased storage space at InfoStor, 1264 Apollo Way, Santa Rosa, for storage of records for the Recorder's Division, since 2001. Additionally, CRA occupies storage space, at no-charge, at 11 English Street, Petaluma, pursuant to a Memorandum of Understanding agreement with the City of Petaluma, since 1971. Finally, CRA also occupies storage space at County-owned facilities at the County Administration Center (at the rear gated area of the Main Adult Detention Facility), and in north Santa Rosa at the General Services Fleet maintenance yard near the Sonoma County Airport. The total CRA storage square footage, leased and County-owned, currently utilized by CRA for its ROV equipment/materials and Recorder's records is approximately 12,000 sq. ft.

The total cost for these various storage arrangements is approximately \$7,500 per month, or \$90,000 per year. The proposed warehouse lease agreement will provide sufficient space to consolidate all of CRA's storage needs in one facility/location at an initial annual cost of \$81,780. The proposed space also provides expansion space to meet future needs.

On September 10, 2013, your Board approved lease extensions for Unit #13, 3345 Industrial Drive, Santa Rosa through June 30, 2015; and for Unit #3, 3343 Industrial Drive, Santa Rosa through June 30, 2014. The CRA contract with InfoStor is month-to-month and CRA is charged by the linear foot for space utilized. Terminating the lease agreements at these locations will not impose termination costs for CRA.

**Procurement Process.** Over the past years CRA has been working with the General Services Department ("GSD") to develop a long-term strategy to meet CRA's warehouse and administrative office requirements. To that end, in October 2013, staff issued Requests for Information ("RFIs") for information relative to market availability for space to accommodate CRA office and warehouse needs. The RFIs requested proposals for the lease or acquisition of available property in the Santa Rosa area and in close proximity to the County Administration Center.

Staff received two responses to the RFIs; both responses were for office use only and were determined to be inadequate. Staff received no responses for the warehouse space, and therefore, reinitiated a search for suitable warehouse properties. Several prospective warehouse properties were screened based on the following criteria: 1) appropriate concrete slab construction to accommodate the load of storing ROV election and ballot materials, 2) square footage sufficient to accommodate and consolidate all of CRA storage, 3) sufficient ceiling height to accommodate storage racks used for ROV election equipment and materials, 4) moisture content of the facility to address Recorder's paper storage requirements, 5) proximity to the County Administration Center, and 6) accessibility and parking to accommodate the larger trucks needed to transport election equipment and materials on election days.

Staff subsequently identified the subject site at 3033 Coffey Lane, Santa Rosa ("Premises") for lease, which presented a listing rental rate of \$0.45 per square foot (psf) per month. The Premises meets all of the warehouse criteria listed above. Monthly rental rates for comparable warehouse properties in the Santa Rosa area are between \$0.45 and \$1.05 psf/month, with the subject property for the Premises at the low end of the asking price range. The proposed Premises improves current warehouse operations by providing the square footage needed to consolidate all of CRA warehouse storage into one facility, provides improved internal and external circulation, eliminates travel to multiples locations and has a lower rental rate per square foot than current facilities.

**Early Occupancy Agreement (EOA).** California election law requires that voting materials and equipment remain in place for set periods of time: For June elections, ROV materials must not be moved between the period of April 1 and June 30, except when moves are directly related to balloting on or about the day of balloting. For November elections, ROV materials must remain in place from September 1 through November 30, except when moves are directly related to balloting on or about the day of balloting. Since the lease agreement for the Unit #3 Industrial Drive warehouse space would terminate in June 2014, voting equipment stored at that location would need to be moved out to voting locations and then returned to storage prior to June 30, only to be moved again upon expiration of the lease space agreement for this site on June 30, 2014.

To mitigate the need to relocate this equipment twice in May of 2014, staff negotiated an Early Occupancy Agreement (“EOA”) with the landlord, Woodstock Properties, LLC, for the proposed Premises. The “early occupancy agreement” allowed for the limited occupancy of the proposed Premises pending approval of the long-term lease. The EOA lease rates were set at \$2,500/month and conditioned on the County paying any additional monthly lease cost agreed upon in the long-term lease agreement. The EOA allowed CRA to move materials from the Unit #3 Industrial Drive warehouse to the Premises as an exception activity. Prior to election day, voting equipment and materials were taken out of storage from the Unit #3 Industrial Drive warehouse and set up at balloting stations in precincts throughout the County. Upon close of the elections on the evening of June 3, 2014, these ROV elections equipment and materials were placed in storage at the new Premises at Coffey Lane. This allowed CRA to move the voting equipment only once and comply within the “no move” timelines provisions mandated by election law. The EOA will expire on the latter of the following: August 15, 2014, or upon the commencement date of the proposed lease. (The Unit #3 Industrial Drive warehouse lease agreement has subsequently expired and the space was vacated as of June 30, 2014.) If the proposed Lease is approved by your Board, CRA intends to terminate the Unit #13 Industrial Drive warehouse lease effective on or before December 31, 2014. The InFoStor contract is month-to-month and may be terminated at any time with 30 days’ notice of termination.)

**Proposed Lease.** The proposed long-term lease which would replace the EOA, allows CRA to continue to utilize the Premises beyond August 15, 2014, and to consolidate its ROV elections materials, equipment and Recorder storage, which are currently stored at various locations, including the leased facilities at Unit #13, 3345 Industrial Drive, Santa Rosa, the InfoStor facility at 1264 Apollo Way, Santa Rosa, and County-owned facilities. Initial lease rates for the consolidated space will reduce current aggregated warehouse lease cost for CRA. Staff has negotiated terms for the lease, the proposed terms of which are as follows:

Premises: 3033 Coffey Lane, Unit E, Santa Rosa, comprised of 15,145 rentable square feet of industrial warehouse storage space.

Initial Term: Seven (7) years.

Base Rent: Initial - \$0.45 per sq. ft., or \$6,815 per month. Rent will be subject to annual 3% fixed adjustments during the Initial Term.

Tenant

Improvements:

The tenant improvements (“TIs”) include the construction of a small office space, a separate storage room for CRA-Recorder paper record storage, an ADA-compliant restroom, and a forklift electrical charging station. The total cost for these TIs is \$148,885. As negotiated for the proposed Lease, Landlord will pay \$78,885, and County’s share of the TI costs will be \$70,000, which would be amortized, at 3% interest, over the initial term and the 1<sup>st</sup> option period of the Lease, or 12 years. This TI cost adds \$.04 psf to the above \$0.45 psf base rental rate. In lieu of amortization of County’s share of tenant improvements, County may elect to pay the \$70,000 in one lump-sum payment upon lease commencement. The lump-sum payment would save the County approximately \$12,700 in interest costs. Once County’s share of TIs have been paid, the monthly

rent would be reduced to the initial base rent of \$.45 psf, or \$6,815.

In addition to the above TIs, the Landlord will perform, and County will reimburse the Landlord, for tenant improvements which include the installation of a moisture control system for the conditioned storage room, and purchase and installation of the pallet storage racking materials and system for CRA's extensive storage requirements. The approximate cost for this portion of the TIs is \$105,315. These TI costs will not be amortized over the lease term. CRA will reimburse the Landlord, upon receipt of paid invoices.

**Additional**

**Rent:**

A condition of the proposed lease and the EOA is that CRA would pay, upon commencement of the proposed Lease, the differential in the proposed monthly lease rent of \$6,815, and the current EOA monthly rent of \$2,500, which equals additional rent of \$4,315 per month. CRA would pay additional rent of \$4,315 for each month of early occupancy under the EOA, for a total monthly rent of \$11,130. In lieu of paying the additional rent of \$4,315 per month, County may also elect to pay the Lease rent differential in one lump-sum payment upon lease commencement.

**Options:** Two, 5-year options to extend the lease term.

**Termination:** The lease may be terminated by County for non-appropriation of funds with 180 days' notice.

**Funding:** CRA previously budgeted funds for the Unit #3 and Unit #13 warehouse leases out of the General Fund for FY14-15. These funds will be used to pay for the ROV Elections portion of the rent. The Recorder portion of the proposed lease rent will be paid from funds previously budgeted for FY14-15 for the InfoStor lease, as well as from additional Recorder funds (CRA Recorder's Modernization Fund).

**Strategic Plan:** The County Comprehensive Facilities Plan recommends that where practical industrial, storage and warehouse operations are best situated outside of the County Administration Complex site. The initial focus was to examine available properties in the Airport area, however, these properties were rejected due to accessibility concerns, pricing and square footage available. It is staff's opinion that the proposed leased facility is advantageous from a logistical and practical standpoint, as the proposed location allows the consolidation of CRA ROV equipment and materials storage and Recorder records storage into a single leased facility, is in reasonable close proximity to the County Administration Center (less than 2 miles), and provides a good rental rate (\$.45 psf per month) for the proposed Lease.

**Public Notice Requirement:** Government Code Section 25350 requires the Board to publish a notice of its intent to enter into a lease valued in excess of \$50,000 for three (3) consecutive weeks prior to consummation of the proposed lease. The notice of intent for this transaction has been published for the required period pursuant to the Board's action of September 9, 2014.

**Recommendation:** Staff recommends that the Board authorize the General Services Director to execute

a lease for approximately 15,145 sq. ft. of storage space at 3033 Coffey Lane, Santa Rosa, at an initial rate of \$0.45 per sq. ft. per month, for an initial 7-year term, with two, 5-year extension options.

**Prior Board Actions:**

09/09/14—Declared intent to enter into the subject lease

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

The provision of the proposed lease provides a location for the CRA-Recorder Division to store its paper records, pursuant to State-mandated storage requirements, and to store CRA-ROV equipment and materials necessary to provide and conduct election services.

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 148,435	County General Fund	\$ 77,910
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 70,525
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 148,435</b>	<b>Total Sources</b>	<b>\$ 148,835</b>

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

CRA would pay \$77,910 lease rent from FY14-15 funds previously-budgeted for the CRA ROV leases on Industrial Drive, and the CRA Recorder InfoStor lease. (\$77,910 = 7 months X \$6,815 base rent + a lump-sum payment of \$30,205 for EOA rent)

In addition, CRA would use FY14-15 CRA Recorder’s Modernization funds for the lump-sum payment for tenant improvements of \$70,525, which funds are included in the FY14-15 budget.

**Staffing Impacts**

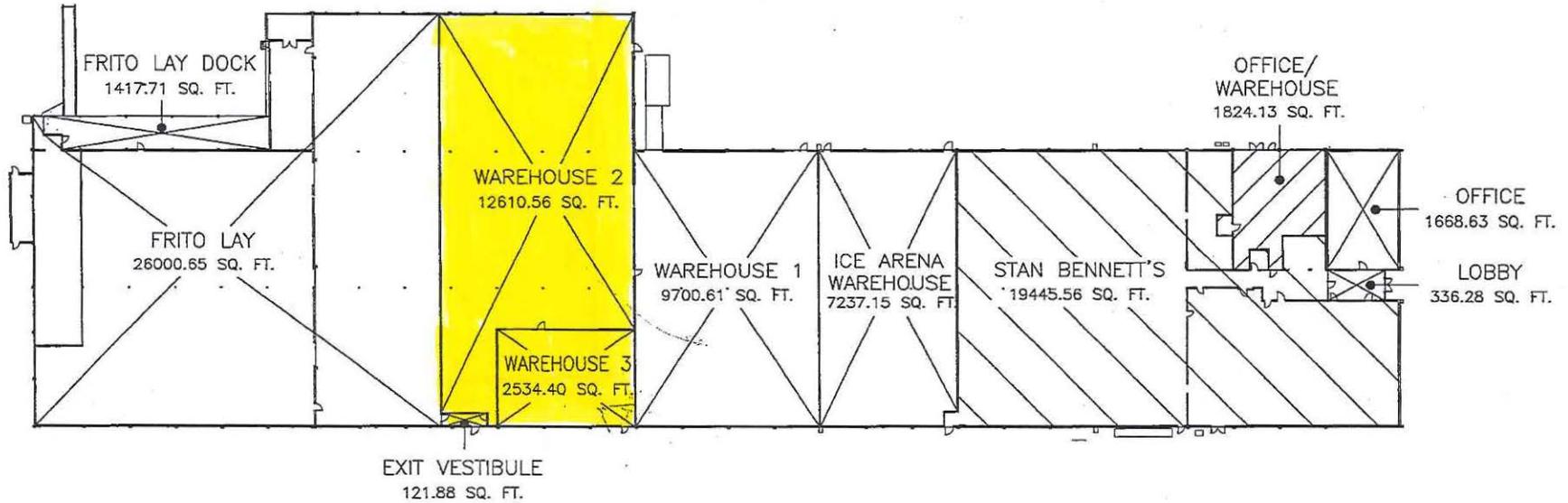
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

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

N/A

<b>Attachments:</b>
Attachment 1: Floor plan
<b>Related Items "On File" with the Clerk of the Board:</b>
Copy of proposed lease

ATTACHMENT 1 -



3033 COFFEY LN. AREA TAKE OFF

SCALE: NONE

AREA TAKE OFF	
AREA NAME	SQ. FT.
LOBBY	336.28 SQ. FT.
OFFICE	1668.63 SQ. FT.
OFFICE/WAREHOUSE	1824.13 SQ. FT.
STAN BENNETT'S	19445.56 SQ. FT.
ICE ARENA WAREHOUSE	7237.15 SQ. FT.
WAREHOUSE 1	9700.61 SQ. FT.
WAREHOUSE 2	12610.58 SQ. FT.
WAREHOUSE 3	2534.40 SQ. FT.
EXIT VESTIBULE	121.88 SQ. FT.
FRITO LAY	26000.65 SQ. FT.
FRITO LAY DOCK	1417.71 SQ. FT.
TOTAL	81479.87 SQ. FT.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 17  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

General Services: Teryl Phillips 565-2143  
Probation: David Koch 565-2168

**Supervisorial District(s):**

District 3

**Title:** Probation Day Reporting Program Lease Assignment and License to BI

### Recommended Actions:

Authorize the General Services Director or his Deputy to execute the following agreements needed for operation of the Probation Department's Day Reporting Center:

1. Assignment and Amendment of a Commercial Lease ("Assignment") with B. I., Incorporated ("BI"), for County to assume the existing lease between BI (Tenant) and Southport Land and Commercial Company (Landlord) for approximately 5,840 sf of office space at 2400 County Center Drive, Suite A, Santa Rosa ("Premises") for the Day Reporting Center, with a monthly rent of \$6,815.28, plus the cost of utilities and common area maintenance estimated at \$1,100 per month. The term of the Assignment is scheduled to commence November 1, 2014, to expire January 31, 2016.
2. Revocable License Agreement with BI, for office use of a 150 sf portion ("Licensed Premises") of the proposed County-leased Premises, to provide professional support services for the Probation Department's Day Reporting Center Program, with a term to coincide with commencement of the County's lease following execution of the Assignment, and in lieu of monetary consideration, based upon findings pursuant to Government Code Section 26227 that the License is necessary to meet the social needs of the population of the County and that the County does not need the Licensed Premises during the term of the License.

### Executive Summary:

**Purpose.** General Services staff, in consultation with Probation Department staff, request Board approval of an agreement to assign ("Assignment") to the County the tenant rights and obligations that BI currently possesses under its lease with its landlord, Southport Land and Commercial Company, for the remaining portion of the term, consisting of November 1, 2014 through January 31, 2016. Approval of the Assignment will allow the Probation Department to provide uninterrupted service to clients enrolled in the Day Reporting Center Program after expiration of the BI contract with the County to provide those services at the site.

Staff also requests Board approval of a short-duration license agreement with BI to allow BI to use 150 sf of the office space that will be leased to the County in accord with the Assignment (the "License"), and that the Board make associated findings necessary to approve the License. This will allow BI to continue delivery of services in support of the County's Electronic Monitoring Program for offenders. The License would be executed following Board authorization to execute the Assignment.

**Probation Day Reporting Center Needs.** The 2009 Sonoma County Criminal Justice Master Plan (CJMP) identified a Day Reporting Center (DRC) as a key component of a continuum of services for high- and moderate-risk clients of Probation. It was envisioned as complementary to a Community Corrections Center (CCC), and the two programs along with other services would provide a coordinated system of behavior change, substance abuse, mental health, housing, and employment services shown to be effective in successfully reintegrating offenders into their communities. Absent the CCC, the DRC was envisioned as a hub of evidence based services for realigned offenders and other high-risk probation clients.

Under a professional services agreement executed in 2011, BI contracted with County Probation to provide a balanced set of programmatic and intervention services for AB 109 offenders and other high- and moderate-risk probation clients. BI was selected through a competitive process to operate the DRC and began services in 2012. Based on examination of program outcomes achieved to date, the Detention Alternatives Subcommittee of the Community Corrections Partnership recommended that the BI DRC contract in FY 14-15 not be renewed and the Community Corrections Partnership approved this change as part of the 2014/15 Plan.

Sonoma County's DRC has historically been operated by a contractor, even though the 2009 CJMP recommended that the DRC be operated by the Probation Department. Effective November 1, 2014, responsibility for operating the DRC will transition from the current contract provider (BI) to the Probation Department. The new program model will entail Probation partnering with the Sheriff's Office, Department of Health Services, Human Services Department, and the Sonoma County Office of Education, to operate a Day Reporting Center. The in-sourced DRC will be focused on seamless, offender-engaged reentry service coordination that begins in custody, continues through supervision, and transitions the offender to ongoing community-based supports and services when supervision ends. Case coordination within the center will be led by each offender's Probation Officer in collaboration with service partners. The Probation Department would staff the center, along with embedded staff from system partners and contractors as appropriate (e.g., for substance abuse treatment services). The in-sourced DRC will be staffed to serve an average daily population of 150-160 participants, 6 days per week. Use of the current facility used by BI is critical to ensuring a seamless transition to a DRC operated by Probation; hence the need for the proposed lease Assignment.

**Lease Assignment and Amendment.** The proposed lease Assignment contains the following key provisions:

1. Assignment of lease to County becomes effective as of November 1, 2014.
2. BI, as Assignor, will timely exercise the option for a one year extension of the lease term prior to County possession of the premises on November 1, 2014; otherwise, County will exercise the option following full execution of the Assignment and its effective date, but prior to the specified

December 1, 2014 lease deadline.

3. Term to expire January 31, 2016, upon timely exercise of Tenant's option to extend prior to December 1, 2014. The County will not have rights to early termination of the lease.
4. The rented premises consists of approximately 5,840 sf of office space, with onsite parking.
5. Initial base rent rate of \$6,815.28 is applicable through November 30, 2014. Thereafter, monthly rent is adjusted as follows, based upon timely exercise of the option for term extension:  
12/01/14 – 11/30/15: \$7,019.73 per month  
12/01/15 – 01/31/16: \$7,230.32 per month
6. Utility and common maintenance area charges of approximately \$1,100 per month, to include 1/12<sup>th</sup> of annual building water and sewer costs, 1/24<sup>th</sup> of annual garbage collection costs, and PG&E electrical and gas service costs.
7. The landlord's consent to County issuance of a license agreement to BI for ongoing use of a portion of the premises for the Electronic Monitoring Program.

The existing lease offers rent at good value to the County – a rate of approximately \$1.17 per sf. However, it should be noted that the lease also includes a variety of terms, including indemnification language, omission of early termination provisions, and other clauses that are less favorable to County than typical County leasing policy would allow. Staff recommends approval of the Assignment nonetheless, given the need to provide continuity of program services by Probation staff upon the impending October termination of the existing operating agreement with BI, and the relatively short term of the assignment.

**License.** The proposed License with BI is intended to run concurrently with the County's lease of the premises, and contains the following basic provisions:

1. BI will occupy approximately 150 sf of the County-leased premises for provision of professional electronic monitoring services in support of the Day Reporting Center Program, with premises subject to change by mutual written agreement.
2. Term of the agreement will generally coincide with County's occupancy, to commence November 1, 2014, and expiring January 31, 2016.
3. Either party may terminate the agreement upon thirty (30) days prior written notice to other party.
4. Use of the licensed premises is limited to office purposes associated with the professional services agreement executed April 1, 2014 between County and BI for the electronic monitoring program.
5. In accordance with Government Code Section 26227, no monetary rental will be paid by BI to County, since the County finds that the services provided by the Licensee to the population of Sonoma County are necessary to meet public needs, and the County does not need the licensed premises during the term of the License.
6. BI will supply its own furnishings and equipment for the licensed premises.

The License has been prepared pursuant to standard County form, and Board approval is requested concurrently with the approval of the Assignment.

**Project Scope and Schedule.** Transition of the leased premises from BI to County will necessitate very limited tenant improvements. Upon Board approval of the lease Assignment and License agreements,

Probation staff will purchase needed furnishings in order to facilitate expeditious relocation and occupancy by County staff. Minor painting and repair work will be completed by the landlord prior to or within thirty (30) days of County possession.

Day Reporting Center Program operations and its clients will not be adversely impacted by the staff transition. A brief closure of the office is planned from October 17, 2014 to its reopening on November 1, 2014. During this time, clients involved in the DRC program will continue reporting to their assigned Probation Officer and resume involvement in behavioral intervention services November 1, 2014.

**Procedural Authority.** Pursuant to Government Code Section 25350, the Board of Supervisors may enter into a lease agreement as a tenant for transactions exceeding a value of \$50,000 or for terms in excess of 3 years, following publication of a notice declaring the Board's intent for three successive weeks in accordance with Government Code Section 6063. The required notice was published by the Clerk of the Board in accordance with Government Code Section 6063, with the first notice being published on September 13, 2014. No public comments regarding the Assignment have been received by General Services staff.

Pursuant to Government Code Section 26227, the Board may approve a license as landlord upon finding that the transaction/program is necessary to meet the social needs of the population of the county, including, but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of the physically, mentally and financially handicapped persons and aged persons. The Board must also find that the property will not be needed by the county. No public notice is required prior to execution of the license.

Staff requests that the Board find the property subject to the proposed License is not needed for County use and that the License is necessary to meet the social needs of the population. Staff further requests that the Board authorize the General Services Director or his Deputy to execute the Assignment and License agreements on behalf of the County.

**Prior Board Actions:**

- 1) 9/09/2014: The Board authorized publication of the Notice of Intent to execute a Lease Assignment for the Probation Day Reporting Center.
- 2) 6/17/2014: The Board approved the CCP's FY 14-15 Realignment Plan, which included transferring operational and budget authority for operating the Day Reporting Center from BI to the Probation Department.
- 3) 3/25/2014: The Board approved the Adult Electronic Monitoring Program contract.
- 4) 6/04/2013: The Board approved the CCP's FY 13-14 Realignment Plan.
- 5) 7/31/2012: The Board approved the CCP's FY 12-13 Realignment Plan and associated budget.
- 6) 11/15/2011: The Board approved a Professional Services Agreement with BI to provide Day Reporting Center services.
- 7) 11/01/2011: The Board approved the CCP's FY 11-12 Interim Realignment Plan and budget.
- 8) 8/16/2011: The Board approved initial amendments to both the Sheriff's and Probation's position allocation lists to add staff in anticipation of Realignment.

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

The lease Assignment and License will serve to promote the Board’s 2014 Work Priorities and further goals to increase public confidence in County safety and justice services, through more efficient and effective delivery of Day Reporting Program services, allowing more direct staff involvement with its clients, offering seamless transition from custody to community supervision and access to services, and improving offender outcomes.

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 1,656,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 1,656,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 1,656,000</b>	<b>Total Sources</b>	<b>\$ 1,656,000</b>

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

Of the total \$1,656,000 allocated for DRC operations in FY 14-15, \$64,753 (\$55,953 for rent including adjustments, plus \$8,800 for common area maintenance charges for water, sewer, and garbage services, and PG&E gas/electric utilities), is earmarked for facility lease and related expenses.

**Staffing Impacts**

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

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

Board approval of the CCP’s FY 14-15 Realignment Plan on 6/17/2014 authorized creation of nine (9) additional positions in Probation for operation of the DRC.

**Attachments:**

None

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

Lease Assignment with BI, License with BI



## 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:** October 7, 2014

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Rita Scardaci, 565-7876

**Supervisorial District(s):**

Countywide

**Title:** Healthy Eating and Active Living Grant Award and Contracts

### **Recommended Actions:**

Authorize the Director of Health Services to execute a grant agreement with Kaiser Foundation Hospitals to accept \$45,000 in revenue to continue implementation of the Healthy Eating Active Living (HEAL) Community Health Initiative in South Santa Rosa for the period October 1, 2014 through December 31, 2014.

Authorize the Director of Health Services to execute an agreement with Laurie Hiatt to provide food access and healthy retail environment activities for the period September 9, 2014 through September 30, 2015, in an amount not to exceed \$35,500.

Authorize the Director of Health Services to execute the fifth amendment to an agreement with Roseland School District, to continue implementing district-wide worksite wellness programs and policies, increasing the contract by \$5,000, resulting in a new total not to exceed amount of \$342,656 through September 30, 2016.

Authorize the Director of Health Services to execute the sixth amendment to an agreement with Santa Rosa Memorial Hospital, to continue implementing the South Santa Rosa leadership training and mentoring program, increasing the contract by \$7,000, resulting in a new total not to exceed amount of \$251,813 through September 30, 2016.

### **Executive Summary:**

This item requests approval of several actions related to the Supplemental Nutrition Assistance Program Education and Healthy Eating Active Living programs, which strive to increase access to healthier foods and beverages in lower income neighborhoods and increase resident knowledge regarding nutrition and physical activity through targeted nutrition education classes and marketing efforts.

In Sonoma County, approximately 54 percent of adults and 43 percent of low-income children ages 5-11 are overweight. Factors contributing to this issue include poor nutrition and physical inactivity. Recent data shows that approximately 44 percent of Sonoma County adults and 29 percent of children ages 2-11 are not eating the recommended five servings of fruits and vegetables per day. Additionally, data

from California's 2011-2012 physical fitness test shows that 35 percent of Sonoma County 5th graders do not meet the Healthy Fitness Zone (HFZ) standards for aerobic capacity and 46 percent do not meet the standards for body composition. Economically disadvantaged students in the 5th grade, comprised largely of Latinos, were significantly less likely to meet the HFZ standards for body composition than their non-economically disadvantaged counterparts.

Since 2011, Healthy Eating Active Living (HEAL) and Supplemental Nutrition Assistance Program Education (SNAP-Ed) funds have been used to increase access to healthier foods and beverages in lower income neighborhoods and increase resident knowledge regarding nutrition and physical activity through targeted nutrition education classes and marketing efforts. Both programs align with Health Action's framework for community engagement by engaging residents in low-income communities to become involved in creating healthy changes in their neighborhoods and by working with community partners, such as schools and local businesses, to help make the healthy choice the easy choice for residents. They also align with the *Agenda for Action* section of *A Portrait of Sonoma County* (Portrait), which calls for place-based interventions that "improve neighborhood conditions to facilitate healthy behaviors." HEAL neighborhoods include Roseland and Kawana Springs in Santa Rosa. SNAP-Ed neighborhoods include Roseland, Kawana Springs, and Railroad Square in Santa Rosa; Fetters Hot Springs/Agua Caliente in Sonoma Valley; and A Section in Rohnert Park. These neighborhoods have some of the lowest scores on the Portrait's Human Development Index and have therefore become the focus of place-based approach to improving people's well-being.

To date, HEAL and SNAP-Ed program efforts have translated into a number of successes including overall improvements in the availability and marketing of fresh produce, healthier snacks and beverages available to customers at a number of restaurants and food outlets in three neighborhoods (Roseland and Kawana Springs/South Park in Santa Rosa and Boyes Hot Springs) and an increased likelihood of adults eating more fruits and vegetables and more of a variety each day as a result of attending SNAP-Ed nutrition education classes. DHS seeks to build on these successes in four key ways: 1) use funds to address the unmet needs of residents living in census tracts that have the greatest opportunity for health improvement, as outlined in *A Portrait of Sonoma County*; 2) align efforts with Health Action's focus areas of obesity prevention by leveraging partnerships and resources in order to increase the number of children consuming the recommended amount of fruits and vegetables a day, reduce the percentage of adults that are obese, and increase the percentage of adults who engage in regular physical activity; 3) implement comprehensive nutrition education and physical activity programs that are sustainable, easier to implement, and are based on best or promising practices; and 4) assess progress made to improve health and health equity for all residents in order to reduce rates of obesity and associated health consequences, such as diabetes and heart disease.

#### **Kaiser Foundation Hospitals Grants**

Since 2007, Kaiser Foundation Hospitals has provided grant funding of \$2,500,000 to implement a HEAL Program in South Santa Rosa. In August 2014, DHS received an additional grant award of \$45,000 to continue HEAL Program work through December 31, 2014. Grant funding will be utilized to fund a number of services agreements along with continued DHS staff efforts related to the HEAL Program.

#### **Laurie Hiatt Agreement**

DHS proposes entering into an agreement with Laurie Hiatt to provide food access and healthy retail environment activities for the period September 9, 2014 through September 30, 2015, in an amount not to exceed \$35,500. Funding sources for this agreement include the Kaiser Foundation Hospitals HEAL grants (\$5,500) and SNAP-Ed funding from the California Department of Public Health (\$30,000). The

activities to be performed under the agreement are as follows:

- 1) **SNAP-Ed Retail Specialist:** Engage grocery retailers in SNAP-Ed neighborhoods to develop sustainable point-of-purchase strategies that promote the sale of healthier food and beverages to customers.
- 2) **HEAL Food Access Specialist:** Engage grocery and restaurant retailers in HEAL Zone neighborhoods, providing technical assistance to implement sustainable in-store changes to increase access to and promotion of healthy food and beverages for customers.
- 3) **SNAP-Ed Food Access and Technical Assistance:** Provide training and technical assistance to SNAP-Ed contractors and residents related to implementing and evaluating activities aimed at improving access to healthy food in SNAP-Ed qualifying neighborhoods.

DHS recommends entering into an agreement with Ms. Hiatt as the scope of work mirrors work outlined in a Request for Proposals (RFP) from which Ms. Hiatt was selected in February 2014. Had DHS been informed prior to February 2014 that the Department would be receiving additional SNAP-Ed and HEAL funding, this work would have been included in the previous agreement with Ms. Hiatt based on the results of the RFP.

#### **Roseland School Contract Amendments**

Since March 2011, DHS has contracted with Roseland School District (RSD) to implement HEAL and SNAP-Ed activities aimed at improving access to healthy eating and physical activity opportunities for students at District schools. The RSD area is identified in *A Portrait of Sonoma County* as an area that would likely benefit from a place-based approach to improving resident's well-being. DHS desires to amend the RSD contract to add \$5,000 to continue implementing worksite wellness policies and programs that align with Health Action's recommendations to promote breastfeeding, increase physical activity, and institutionalize nutrition standards. Implementation of the policies and programs would allow teachers and staff the opportunity to serve as role models for students on how to adopt and maintain healthy behaviors and provide Roseland School District with an opportunity to be formally recognized for their commitment to employee health and well-being through the Sonoma County iWORKwell Healthy Business Recognition Program. The funding source for this amendment is the Kaiser Foundation Hospitals HEAL grant.

#### **Santa Rosa Memorial Hospital Contract Amendments**

Since March 2011, DHS has contracted with Santa Rosa Memorial Hospital to coordinate and facilitate a leadership training and mentoring program as part of the HEAL Program. The program seeks to build resident capacity to affect social change and quality of life improvements related to healthy eating and physical activity in the Roseland and Kawana Springs neighborhoods. These neighborhoods are identified in *A Portrait of Sonoma County* as neighborhoods that would likely benefit from a place-based approach to improving resident's well-being. This approach aligns with the Portrait's recommendation for improving community conditions and Health Action's approach of engaging and empowering residents to plan and implement prevention policies and programs. This agreement resulted from a competitive process. Santa Rosa Memorial Hospital has performed satisfactorily under the agreement, recruiting 21 residents to participate in leadership training, conducting two leadership trainings, and mentoring 11 training graduates through community projects, including improving neighborhood playgrounds, conducting healthy school lunch student surveys, advocating for traffic calming projects near schools, and expanding Kawana Elementary school's garden. DHS desires to amend the Santa Rosa Memorial contract to add \$7,000 to continue providing residents with leadership training and mentoring. The funding source for this amendment is the Kaiser Foundation Hospitals HEAL grant.

**Prior Board Actions:**

The Board approved execution of a \$1,000,000 grant agreement with Kaiser Foundation Hospitals to implement Phase II of the Healthy Eating Active Living (HEAL) Program in March 2011. The original agreement with Santa Rosa Memorial Hospital was approved by the Board in March 2011; the Board last approved an amendment to the agreement in August 2014. The original agreement with Roseland School District was approved by the Board in March 2011; the Board last approved an amendment to the agreement in August 2014.

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

The work to be performed under these agreements supports a safe, healthy, and caring community by 1) promoting sustainable nutrition-based institutional policy, systems and environmental changes to promote health and 2) empowering and enabling youth and families to select healthy foods and beverages as well as increase physical activity. In addition, this work aligns with the *Agenda for Action* section of *A Portrait of Sonoma County*, which calls for place-based interventions that “improve neighborhood conditions to facilitate healthy behaviors.”

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 27,200	County General Fund	\$
Add Appropriations Req'd.	\$ 12,800	State/Federal	\$ 22,500
	\$	Fees/Other	\$ 17,500
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 40,000</b>	<b>Total Sources</b>	<b>\$ 40,000</b>

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

Below is a detailed FY 14-15 expenditure summary. The increased revenue (\$45,000 Kaiser HEAL grant) and increased expenditure authority will be added to the FY 14-15 budget through the consolidated budget adjustments process. Expenditure authority for the remaining Kaiser HEAL grant funds (\$32,200) will be added through the consolidated budget adjustments process and will fund DHS staff and other services agreements.

FY 14-15 Expenditure Summary				
Vendor	SNAP-Ed (\$) (Budgeted)	HEAL (\$) (Budgeted)	HEAL (\$) (New Grant)	Totals
Laurie Hiatt	22,500	4,700	800	28,000
Roseland SD			5,000	5,000
SR Memorial			7,000	7,000
	22,500	4,700	12,800	40,000

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
Kaiser Foundation Hospitals grant agreement; services agreement with Laurie Hiatt; services agreement amendments for Roseland School District and Santa Rosa Memorial Hospital			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			

August 7, 2014

Mr. Anthony Taylor  
Health Program Manager  
County of Sonoma, Department of Human Services  
490 Mendocino Ave.  
Suite 101  
Santa Rosa, CA 95401-6393

Re: Grant Award Letter for Grant Number 20640487

Dear Mr. Taylor:

On behalf of Kaiser Permanente's Northern California Community Benefit Programs, we are pleased to inform you that a grant in the amount of \$45,000.00 has been awarded to County of Sonoma, Department of Health Services ("Grantee"). The purpose of these funds is to support the Santa Rosa HEAL 2014 Continuation (the "Grant").

Kaiser Permanente has a 65-year history and our mission includes improving the health of the communities we serve. As a nonprofit integrated healthcare delivery organization, we make investments in our communities. We believe in supporting organizations like yours that make a difference in people's lives.

**Grant Period and Reporting**

The Grant period (or term of the Grant) is: 10/1/2014 to 12/31/2014 and a final report is due no later than 30 days after the project end date. If a mid-term progress report is required, your grant manager will notify you of the timing. Your grant manager may also supply you with specific reporting template(s). Instructions for completing and submitting your final report can be found on our grantee website at: [kp.org/communitybenefit/ncal/forgrantees](http://kp.org/communitybenefit/ncal/forgrantees).

**Documents to Sign and Send Back**

Please review the enclosed Grant Agreement (pages 1-4) and Communications Guidelines (page 5) which describe the terms and conditions of your grant. In order to receive your payment, **please sign and return this award letter and the attached Grant Agreement promptly. Mail both signed documents to:**

Kathryn Boyle  
Kaiser Permanente, Community Benefit Programs  
1800 Harrison Street, 25<sup>th</sup> Floor  
Oakland, CA 94612

If you have questions or require additional information, please contact your grant manager, Kathryn Boyle at [kathryn.f.boyle@kp.org](mailto:kathryn.f.boyle@kp.org) or send an inquiry to: [NCAL-CB-Programs@kp.org](mailto:NCAL-CB-Programs@kp.org).

Sincerely,

  
Yvette Radford  
Vice President, External & Community Affairs

Thursday, August 07, 2014  
Date

Accepted and Agreed

\_\_\_\_\_  
Rita Scardaci, Director, Department of Health Services  
1800 Harrison Street, 25th Floor  
Oakland, California 94612

\_\_\_\_\_  
Date

- Grant Agreement -

In addition to the specific terms of the Grant Award Letter for Grant Number 20640487, Kaiser Foundation Hospital's ("KFH") award of this Grant, managed by the KFH Northern California Community Benefit Programs Division, is contingent upon Grantee's compliance with the following terms and conditions, and Grantee agrees to all these terms and conditions. Together, the Grant Award Letter and these terms and conditions are "the Agreement."

**1. Tax-Exempt Status**

Grantee is a (i) tax-exempt organization currently recognized by the Internal Revenue Service ("IRS") as a public charity described in section 501(c)(3), (8), (10) or (19) or 501(k) or 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) a local, state or federal government agency. If Grantee is a public charity as described in (i), then Grantee represents and warrants that

- Grantee's tax-exempt status under the Code has not been revoked or modified since the issuance of the IRS determination letter provided to KFH and shall not be revoked or modified during the term of this Grant; and
- there is no issue presently pending before any office of the IRS that could result in any proposed changes to Grantees' tax-exempt status under the Code; and
- Grantee shall immediately notify KFH if Grantee's tax-exempt status is revoked, suspended or modified during the term of this Grant.

**2. Expenditure of Funds**

This Grant must be used for the project identified in the Grant Award Letter, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes without KFH's prior written approval. If the Grant is intended to support a specific project or to provide general support for a specific period, any portion of the Grant unexpended at the completion of the project at the end of the period shall be returned immediately to KFH, unless otherwise agreed by KFH in writing. Grantee may not expend any Grant funds for any purpose that is not charitable or educational, for any political or lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Code. Grantee must obtain prior written approval from KFH for changes to budgetary allocations that amount to 10% or more of the total budget of the Grant award or for changes to the Grant period.

Grantee may not use any portion of this grant in connection with the enrollment of individuals in any Qualified Health Plan or non-Qualified Health Plan. If Grantee serves as a Certified Enrollment Entity or Navigator funded by the California Health Benefit Exchange (Covered California), Grantee will fully comply with any applicable state and federal statutes, regulations, and sub-regulatory guidance requiring disclosure of receipt of this funding to Covered California and consumers receiving application assistance from Grantee's personnel.

- Grant Agreement -

**3. No Assignment or Delegation**

Grantee may not assign, or otherwise transfer, its rights or delegate any of its obligations under this Grant without prior written approval from KFH.

**4. Records and Reports**

Grantee is required to keep a record of all receipts and expenditures relating to this Grant and to provide KFH with written reports summarizing the progress made, as detailed on KFH's reporting requirements outline. KFH may also require additional interim reports. Grantee's reports should describe its progress in achieving the purposes of the Grant and include a detailed accounting of the uses or expenditure of all Grant funds. Grantee also agrees to provide any other information reasonably requested by KFH. If Grantee obtains any audited financial statements covering any part of the Grant period, Grantee shall provide a copy to KFH as well. Grantee is required to keep the financial records with respect to this Grant, along with copies of any reports submitted to KFH, for at least four years following the year in which all Grant funds are fully expended.

**5. Required Notification**

Grantee is required to provide KFH with immediate written notification of: (1) any changes in its tax-exempt status; (2) its inability to expend the Grant for the purposes described in the Grant Award Letter; (3) any expenditure from this Grant made for any purpose other than those for which the Grant was intended; (4) any modification of the budget, Scope of Work of timeline; and (5) any significant changes in Grantee's leadership or staffing.

**6. Reasonable Access for Evaluation**

Grantee is expected to actively participate in the evaluation of Kaiser Permanente's Community Benefit Program, including KFH's evaluation of Grantee's project within that program. At KFH's request, Grantee will permit KFH and its representatives to conduct site visits and have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and clients or other beneficiaries for the purpose of making financial audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant award.

**7. Publicity**

Whenever possible, Grantee shall obtain KFH's prior written or oral consent of any proposed publicity concerning this Grant prior to the release of such publicity. When acknowledging this Grant, Grantee will incorporate the following text: "*The project is supported by Kaiser Permanente Northern California Community Benefit Programs.*"

KFH may include information regarding this Grant, including the amount and purpose, photographs provided by Grantee, Grantee's logo or trademark, or other information or materials about Grantee's organization and activities, in KFH's periodic public reports, newsletters, online channels, and news releases.

- Grant Agreement -

**8. Right to Modify or Revoke Payments**

Payments made under this Grant are contingent upon Grantee's compliance with the terms of this Agreement. KFH reserves the right to discontinue, modify or withhold any payments to be made under this Grant award or to require a total or partial refund of any Grant funds if, in KFH's sole discretion, such action is necessary: (i) because Grantee has not fully complied with the terms and conditions of this Grant, including without limitation, Grantee's loss of tax-exempt status or Grantee's use of Grant funds for purposes other than those designated; (ii) to protect the purpose and objectives of the Grant or any other charitable activities of KFH or the Kaiser Permanente Medical Care Program; or (iii) to comply with the requirement of any law, regulation, or regulatory agency policy applicable to Grantee, KFH or this Grant.

**9. Termination**

KFH may terminate this Grant for convenience upon 30 days' written notice to Grantee and may terminate this Grant immediately for the reasons specified in Section 8 or for Grantee's engagement in willful misconduct or negligence.

**10. Independent Contractors**

With respect to administration of this Grant, the parties understand and agree that each is at all times acting and performing as an independent contractor with respect to the other. Except as expressly set forth in this Agreement, neither party, nor any of its employees, shall be construed to be the agent, employee or representative of the other for any purpose, or liable for any acts or omissions of the other.

**11. Compliance**

Grantee shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this Grant, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, KFH and its affiliates are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that Grantee may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219-8. In addition, Executive Order 13495 concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

**Kaiser Foundation Hospitals, Northern California Region  
- Grant Agreement -**

**12. Miscellaneous**

This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument. Grantee may not assign any right, duty or obligation under this Agreement without prior written approval from KFH. Any change of ownership or control of Grantee shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire agreement of the parties with respect to the subject matter herein, and supersedes any and all other agreements, promises, negotiations or representations, whether oral or written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each party.

**ACCEPTED AND AGREED by duly authorized officers of KFH and Grantee:**

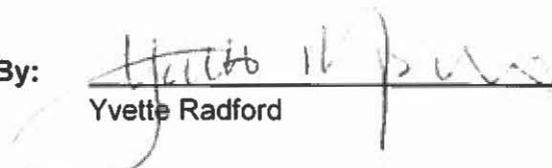
**KFH**

**Grantee:**

Kaiser Foundation Hospitals  
Northern California Community Benefit  
Programs

County of Sonoma, Department of Health  
Services

**By:**

  
Yvette Radford

**By:**

\_\_\_\_\_  
Ms. Rita Scardaci

**Title:** Vice President

**Title:** Director

**Date:** Thursday, August 07, 2014

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

**Kaiser Foundation Hospitals, Northern California Region**  
**– Communications Guidelines –**

Congratulations on your Kaiser Permanente Northern California Region grant. We appreciate the opportunity to partner with you and to help others learn about your important work. Please review the information below concerning communications and publicity and contact your grant manager if you have any questions.

**How to acknowledge your grant.** To make it easy to communicate about your grant, we have prepared language describing our partnership. This language can be used for newsletters, websites, or other communications. ***Please use this description when acknowledging your Kaiser Permanente grant.*** You can also find this text on our grantee website at [kp.org/communitybenefit/ncal/forgrantees](http://kp.org/communitybenefit/ncal/forgrantees).

**Short credit:**

*The project is supported by Kaiser Permanente Northern California Community Benefit Programs.*

**Longer credit:**

***About the Kaiser Permanente Northern California Community Benefit Grants Program***  
*Kaiser Permanente's community involvement uniquely pairs grant funding with 65 years of clinical expertise, medical research, and volunteerism to support prevention-focused, evidence-based programs that are expanding access to care and creating healthy environments. Kaiser Permanente recently awarded County of Sonoma, Department of Health Services a \$45,000.00 grant that will help more people in this community get access to the resources they need to lead a healthy life. For more information about Kaiser Permanente's work in the community, visit [www.kp.org/communitybenefit/ncal](http://www.kp.org/communitybenefit/ncal).*

**Logo.** If you would like to use a Kaiser Permanente logo, please contact your grant manager. Tell them your preferred file type (JPEG or EPS) and color (blue or black). As a nonprofit organization, the Kaiser Permanente logo cannot be used on materials that imply endorsement of legislation or a candidate.

**Promoting your Kaiser Permanente grant.** Your new grant is an excellent time to tell the story of your important work—to your partners, the community, and the media. There are many ways to communicate, including via a press release, newsletter, Web site, social media, and donor communications. If you are interested in doing outreach or promotion, our communications team may be available to help. Please contact your grant manager to discuss this further.

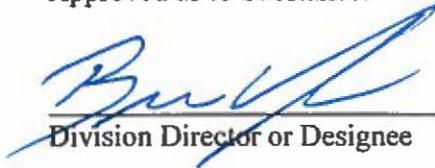
**Collecting stories about your work.** Personal stories and testimonials are particularly effective ways to illustrate the value of your work—for fundraising, donor and board communications, and grant reports. The reporting requirements for this grant include capturing and relaying at least one story about your work, but we also appreciate your sharing stories with us at any point.

**Free online training resources.** At [www.kp.org/communitybenefit/ncal/forgrantees](http://www.kp.org/communitybenefit/ncal/forgrantees) you will find a "story capture sheet" and storytelling tips. This special website for our grantees has many other useful resources, including trainings and resource lists on storytelling, messaging, social media, and more.

**Supplemental Signature Page**

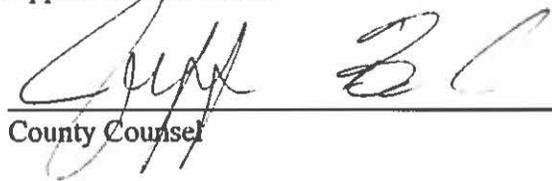
Kaiser Foundation Hospitals  
Kaiser Grant No. 20640487  
Term: October 1, 2014 – December 31, 2014  
DHS Contract Number: 2014-0295-A00

Approved as to Substance:

  
\_\_\_\_\_  
Division Director or Designee

Dated 9/2/14

Approved as to Form:

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

Dated 8/25/14

COUNTY OF SONOMA  
AGREEMENT FOR SERVICES  
(Revision F – Standard Version)

This agreement ("Agreement"), dated as of \_\_\_\_\_, 20\_\_\_\_\_, ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Laurie Hiatt, an individual (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified public health professional, experienced in providing technical assistance and training to residents, community partners, and businesses related to improving access to healthy food and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Contractor for the aforementioned services;

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

A G R E E M E N T

1. Scope of Services

1.1. Contractor's Specified Services

Contractor shall perform the services described in Exhibit A (Scope of Work), attached hereto and incorporated herein by this reference (hereinafter "Exhibit A"), within the times or by the dates provided for in Exhibit A and pursuant to Article 7 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2. Cooperation With County

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3. Performance Standard

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4 (Termination); or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel

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

1.5. Contract Exhibits

This Agreement includes the following exhibits, which are hereby incorporated by reference as though fully set forth herein:

- Exhibit A. Scope of Work
- Exhibit B. Budget and Budget Justification
- Exhibit C. Insurance Requirements
- Exhibit D. Waiver of Insurance Requirements

1.6. Nutrition Education and Obesity Prevention Branch Documents

As per the California Department of Public Health – Nutrition Education and Obesity Prevention Branch (hereinafter "NEOPB") requirement, all Contractors shall be responsible for reading the following documents, which act as references and guidelines for SNAP-Ed funded work:

- Fiscal and Administrative Guidelines Manual and any revisions thereto:  
<http://www.cdph.ca.gov/programs/cpns/Pages/FiscalandAdministrativeGuidelinesManual.aspx>.
- NEOPB Program Letters and any revisions thereto:  
<http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx>.
- United States Department of Agriculture, Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan Guidance:  
<http://snap.nal.usda.gov/snap/Guidance/FinalFY2015SNAP-EdGuidance.pdf>.

2. Payment

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

2.1. Payment for Services

Contractor shall be paid on a time-and-material/expense basis in accordance with the budget set forth in Exhibit B (Budget and Budget Justification), attached hereto and incorporated herein by this reference (hereinafter "Exhibit B"). Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of County department receiving the services. HEAL bills shall show or include: (i) the task(s) performed, (ii) the time in quarter hours devoted to the task(s), (iii) the hourly rate(s) of the person(s) performing the task(s), and (iv) copies of receipts for reimbursable materials/expenses, if any. SNAP-Ed bills shall also include: (i) relevant SNAP-Ed personnel time tracking documents, (ii) SNAP-Ed fringe benefits document, (iii) summary spreadsheet for line item expenditures, and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$35,500 under the terms and conditions of this Agreement (no more than \$5,500 from the HEAL Phase II grant and no more than \$30,000 from the SNAP-Ed grant).

2.3. California Franchise Tax Withhold

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

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

2.4. Overpayment

If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County, or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

## 2.5. Federal Funding

This Section 2.5 is applicable if all or part of this Agreement will be paid with Federal awards.

### 2.5.1. Required Information.

As a pass-through entity, County is required to provide certain information regarding Federal award(s) to Contractor as a subrecipient. In signing this Agreement, Contractor acknowledges receipt of the following information regarding Federal award(s) that will be used to pay this Agreement:

- a. CFDA Number: 10.561
- b. CFDA Title: State Administrative Matching Grants for the Supplemental Nutrition Assistance Programs
- c. Federal Agency: Department of Agriculture Food and Nutrition Service
- d. Award Name: Supplemental Nutrition Assistance Program Education (SNAP-Ed)
- e. Federal Award(s) Amount: \$30,000

### 2.5.2. OMB Circular A-133.

As a subrecipient of Federal awards, Contractor is subject to the provisions of U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (hereinafter "OMB Circular A-133"). In signing this Agreement, Contractor acknowledges that it understands and will comply with the provisions of OMB Circular A-133. One provision of OMB Circular A-133 requires a subrecipient that expends \$500,000 in Federal awards during its fiscal year to have an audit performed in accordance with OMB Circular A-133. If such an audit is required, Contractor agrees to provide County with a copy of the audit report within 9 months of Contractor's fiscal year-end. Questions regarding OMB Circular A-133 can be directed to the Sonoma County Auditor-Controller-Treasurer-Tax Collector's Office – General Accounting Division.

### 2.5.3. Audits

Contractor agrees that all expenditures of State and Federal funds furnished to the Contractor pursuant to this Agreement are subject to audit by County, State agencies, and/or Federal agencies. Contractor warrants that it shall comply with the audit requirements as set forth in Office of Management and Budget (OMB) Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". County agrees to provide 14-days notice of intent of County to audit Contractor. Contractors subject to the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 shall annually submit an independent audit conforming to OMB Circular A-133, which applies to non-profit organizations.

### 2.5.4. Copy of Audit

Contractor agrees that a copy of audits performed shall be submitted to County no later than 30 days after completion of the audit report, or no later than 9 months after the end of Contractor's fiscal year, whichever comes first. The Contractor's agreement(s) with audit firms shall have a clause to permit access by County, State agencies, and/or Federal agencies to the working papers of the external independent auditor.

2.5.5. Retention of Audit Report

Contractor agrees that audit reports and work papers shall be retained for a minimum of 7 years from the date of the audit report, unless the auditor is notified in writing by County, a State agency, and/or a Federal agency to extend the retention period.

2.5.6. Repayment

Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, State agencies, and/or Federal agencies related to services provided by Contractor under this Agreement. Where allowable costs have been claimed and reimbursed, they will be refunded to the program that reimbursed the unallowable cost either by cash refund or by offset to subsequent claims.

3. Term of Agreement

The term of this Agreement shall be from Effective Date to September 30, 2015 unless terminated earlier in accordance with the provisions of Article 4 (Termination) below.

4. Termination

4.1. Termination Without Cause

Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 business days' advance written notice to Contractor.

4.2. Termination for Cause

Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. Delivery of Work Product and Final Payment Upon Termination

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product), and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4. Payment Upon Termination

Upon termination of this Agreement by County, Contractor shall be entitled to receive, as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2 (Termination for Cause),

County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5. Authority to Terminate

The Board of Supervisors has the authority to terminate this Agreement on behalf of County. In addition, the Purchasing Agent or Health Services Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of County.

4.6. Obligations After Termination

The following shall remain in full force and effect after termination of this Agreement: (1) Section 2.5 (Federal Funding), (2) Article 5 (Indemnification), (3) Section 9.5 (Records Maintenance), (4) Section 9.5.1 (Right to Audit, Inspect, and Copy Records), (5) Section 9.15 (Confidentiality), and (6) Section 13.5 (Applicable Law and Forum).

4.7. Change in Funding

Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that any State and/or Federal agency and/or other funder(s) reduce, withhold, or terminate funding which County anticipated using to pay Contractor for services provided under this Agreement, or in the event that County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification

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

6. Insurance

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain insurance as described in Exhibit C (Insurance Requirements), which is attached hereto and incorporated herein by this reference (hereinafter "Exhibit C").

7. Prosecution of Work

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be

completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God, or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

#### 8. Extra or Changed Work

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules, may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Sections 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work, and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of County.

#### 9. Representations of Contractor

##### 9.1. Standard of Care

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

##### 9.2. Status of Contractor

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

##### 9.3. No Suspension or Debarment

Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving Federal funds as listed in the "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" issued by the General Services Administration. If Contractor becomes debarred, Contractor has the obligation to inform County.

9.4. Taxes

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

9.5. Records Maintenance

Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement, and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of 7 years following completion of work hereunder.

9.5.1. Right to Audit, Inspect, and Copy Records

Contractor agrees to permit County and any authorized State or Federal agency to audit, inspect, and copy all records, notes, and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, monitoring the accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above-noted documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit County or governmental or accrediting agencies to access patient medical records.

9.6. Conflict of Interest

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

9.7. Statutory Compliance

Contractor agrees to comply with all applicable Federal, State, and local laws, regulations, statutes, and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended, or modified during the term of this Agreement.

9.8. Nondiscrimination

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

9.9. AIDS Discrimination

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

9.10. Assignment of Rights

Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, and right to ideas in and to all versions of the plans and specifications, if any, now or later, prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another party to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11. Ownership and Disclosure of Work Product

All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, contractors, and other agents in connection with this Agreement, shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents which have not already been provided to County in such form or format as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents, but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12. Authority

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

9.13. Sanctioned Employee

Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on any list published by the Federal Office of

Inspector General regarding the sanctioning, suspension, or exclusion of individuals or entities from the Federal Medicare and Medicaid programs. Contractor agrees to periodically review said State and Federal lists to confirm the status of current employees, subcontractors, and contractors. In the event Contractor does employ such individual(s) or entity(ies), Contractor agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on County by the Medicare or Medicaid programs.

9.14. Compliance with County Policies and Procedures

Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

9.15. Confidentiality

Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable State and Federal laws and regulations. This Section 9.15 shall survive termination of this Agreement.

9.16. Contractor Notification of Breach

County receives funding for providing technical assistance and training to residents, community partners, and businesses related to improving access to healthy food from the State Department of Public Health pursuant to the Supplemental Nutrition Assistance Program – Education (SNAP-Ed) (hereinafter "State Contract"). The State Contract contains certain requirements pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI"), and requires that County contractually obligate any of its subcontractors to also comply with these requirements.

9.16.1. The State Contract requires County to notify the State of any breach of privacy and/or security of personal identifiable information (PII) and/or protected health information (PHI). Contractor shall, immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by Contractor, notify County of such breach by telephone and either email or facsimile.

9.16.2. In the event that the State Contract requires County to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification, Contractor shall pay on County's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by Contractor.

9.17. Lobbying

If any Federal funds are to be used to pay for any services under this Agreement, Contractor shall fully comply with all certifications and disclosure requirements prescribed by Section 319 of the Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

9.18. Subcontractors

Contractor agrees that any employees or agents of Contractor that assist Contractor in the provision of services shall also satisfy the requirements of this Agreement. In this regard, Contractor understands and agrees that all obligations and prohibitions imposed on Contractor

pursuant to this Agreement are equally applicable to each and every individual providing services through Contractor under this Agreement, and Contractor shall assure that such individuals agree to comply with such obligations and prohibitions.

#### 9.19. Licensure

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate shall be retained, and current updates of such documents shall be maintained, and made available upon request, not to exceed 3 business days after the initial request, for inspection, review, and/or audit by authorized representatives and designees of County, State, and/or Federal governments during the term of this Agreement and for the applicable records retention period.

#### 9.20. Record Retention Clause

As a NEOPB requirement, Contractor agrees to maintain and preserve files relevant to agreement until three years after termination of Agreement and final payment from the NEOPB to the Contractor to permit the NEOPB representative or any duly authorized State or USDA representative to have access to, examine, or audit any pertinent books, documents, papers, and fiscal records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

#### 10. Demand for Assurance

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

#### 11. Assignment and Delegation

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

12. Method and Place of Giving Notice, Submitting Bills, and Making Payments

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO COUNTY:

Danielle Ronshausen  
Health Information Specialist  
Healthy Policy, Planning and Evaluation Division  
County of Sonoma – Department of Health Services  
490 Mendocino Avenue, Suite 202  
Santa Rosa CA 95401  
(707) 565-6629  
danielle.Ronshausen@sonoma-county.org

TO CONTRACTOR:

Laurie Hiatt  
10016 Herb Road  
Windsor CA 95492  
707-836-1012  
lauriehiatt@yahoo.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 Article 12.

13. Miscellaneous Provisions

13.1. No Waiver of Breach

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction

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

other party. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. Consent

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

13.4. No Third-Party Beneficiaries

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. Applicable Law and Forum

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

13.6. Captions

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

13.7. Merger

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

13.8. Survival of Terms

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

13.9. Counterparts and Electronic Copies

The parties agree that, where applicable, this Agreement may be executed in counterparts, together which when executed by the requisite parties shall be deemed to be a complete original agreement. An electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement or counterpart, shall be deemed, and shall have the same legal force and effect as, an original document.

13.10. Time of Essence

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

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

**CONTRACTOR:**

  
\_\_\_\_\_  
Laurie Hiatt

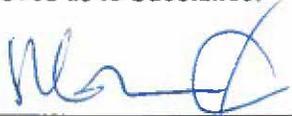
  
\_\_\_\_\_  
Dated

**COUNTY OF SONOMA:**

Certificate of Insurance on File with County:

\_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services

Approved as to Substance:

  
\_\_\_\_\_  
Division Director or Designee

  
  
\_\_\_\_\_  
Sonoma County Counsel

Approved as to Form:

\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
Dated

## Exhibit A. Scope of Work

**SNAP-Ed Grant  
CX3 Food Access and Retail Specialist  
October 7, 2014 - September 30, 2015**

**GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

**OBJECTIVE 1 (SNAP-Ed Meetings):** Attend local, regional and/or state SNAP-Ed meetings, conferences, trainings, and workshops to aid in implementation and evaluation of nutrition education and obesity prevention strategies for low-income households.

<b>SNAP-Ed Objective 1: Meetings (October 7, 2014 - September 30, 2015)</b>			
<b>Activities</b>	<b>Responsible Party</b>	<b>Deliverables</b>	<b>Timeframe</b>
<p>1. Attend quarterly County Nutrition Action Plan (C-NAP) Workgroup meetings to help coordinate USDA food program interventions and efforts to increase food security in the target population by:</p> <ul style="list-style-type: none"> <li>• Building on existing State or County nutrition action or obesity plans.</li> <li>• Coordinating nutrition education messages with CalFresh outreach efforts throughout the county for the various USDA food programs; CalFresh, WIC, EFAP, Summer meals, Child and Adult Care Food Program (CACFP), school breakfast and lunch programs.</li> <li>• Identifying existing resources and assets of organizations in the county that promote the C-NAP priorities.</li> <li>• Applying public health approaches to identify, track, and promote existing policies in the county related to access to healthy foods and beverages and physical activity.</li> </ul>	L. Hiatt	<p>Meeting agendas</p> <p>Record of participation</p> <p>Copy of CNAP</p> <p>Collective summary of policies and outcome evaluation data.</p>	Oct 2014 – Sept 2015

<b>SNAP-Ed Objective 1: Meetings (October 7, 2014 - September 30, 2015)</b>			
<b>Activities</b>	<b>Responsible Party</b>	<b>Deliverables</b>	<b>Timeframe</b>
<ul style="list-style-type: none"> <li>• Collecting and providing process and outcome evaluation information to the C-NAP</li> <li>• Applying multi-level approaches to advance and market a minimum of one nutrition and obesity prevention intervention annually as it relates to C-NAP.</li> </ul> <p style="text-align: right;">(DHS Objective 2, Activity 2)</p>			
<p>2. Attend the following project and coalition/collaborative meetings to implement the County of Sonoma’s Department of Health Services (DHS) SNAP-Ed scopes of work.</p> <ul style="list-style-type: none"> <li>• SNAP-Ed Fiscal Orientation (once annually)</li> <li>• Quarterly SNAP-Ed Team Meeting</li> <li>• Bimonthly CNAP Workgroup</li> <li>• CX3 Subcommittee (2<sup>nd</sup> Wed each month)</li> </ul> <p style="text-align: right;">(DHS Objective 1, Activity 4 &amp; Objective 1, Activity 7)</p>	L. Hiatt	<p>Copies of agendas</p> <p>Record of participation</p>	Oct 2014 – Sept 2015
<p>3. Attend required Network-sponsored meetings, trainings, workshops, and conferences that may include the following: Community Engagement trainings, Regional Network Collaborative meetings, Rethink Your Drink Trainings, nutrition education trainings, <i>Network</i>-sponsored state and/or regional trainings; other non-<i>Network</i> sponsored trainings that have been pre-approved by DHS staff.</p> <p style="text-align: right;">(DHS Objective 1, Activity 3)</p>	L. Hiatt	<p>Copies of agendas</p> <p>Record of participation</p>	Oct 2014 – Sept 2015
<p>4. Participate in local, regional and state evaluation and reporting activities for all objectives, as needed, and provide a quarterly progress report to DHS staff.</p> <p style="text-align: right;">(DHS Objectives Vary)</p>	L. Hiatt	Progress Report	Oct 2014 – Sept 2015

**GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

**OBJECTIVE 2 (CX3 Food Access Strategies):** Collaborate with one community groups and one other organization to engage a minimum of one resident living in each of five SNAP-Ed-eligible neighborhoods to identify at least two food and beverage strategies in at least five qualifying communities to increase access and consumption of health foods and beverages.

SNAP-Ed Objective 2: CX3 Food Access Strategies (October 7, 2014 - September 30, 2015)			
Activities	Responsible Party	Deliverables	Timeframe
<p>1. Partner with CX3 contractors, staff, and community members to identify at least <u>two</u> Network allowable policy, environmental or systems (PSE) strategies related to increasing access and consumption of healthy foods and beverages in each of the following CX3 neighborhood:</p> <ul style="list-style-type: none"> <li>• Boyes Hot Springs (Sonoma Valley)</li> <li>• Roseland (Santa Rosa)</li> <li>• Kawana Springs/South Park (Santa Rosa)</li> <li>• Payran/McKinley Neighborhood (Petaluma)</li> <li>• B Section (Rohnert Park)</li> </ul> <p style="text-align: right;">(DHS Objective 5, Activity 2)</p>	L. Hiatt	Strategic Narrative	Oct 2014 – Sept 2015
<p>2. Work with the SNAP-Ed Team to identify priorities and develop a list of environmental support strategies with local partners to increase and promote access to healthy beverage options through public health approaches. Assist with the development of the summary of local strategies. Some strategies may include:</p>	L. Hiatt	Summary of local strategies (report annually)	Oct 2014 – Sept 2015

SNAP-Ed Objective 2: CX3 Food Access Strategies (October 7, 2014 - September 30, 2015)			
Activities	Responsible Party	Deliverables	Timeframe
<ul style="list-style-type: none"> <li>• Collaborate with food outlets to reduce the size of sugar sweetened-beverages sold at food outlets and/or move the beverages to a less trafficked area of the store</li> <li>• Collaborate with restaurants to reduce the serving size of sugar sweetened-beverages sold with meals and/or eliminate them from kids meals</li> <li>• Reduce access to sugar-sweeten beverages (SSBs) in eligible city and county settings serving low-income populations and provide healthy beverage alternatives in appropriate serving sizes</li> <li>• Encourage partners to provide free drinking water to the public in common areas at such eligible venues</li> <li>• Encourage organizations to seek healthy beverage sponsorships</li> </ul> <p>(DHS Objective 8, Activity 5)</p>			
<p>3. Assist in the development and/or update of the <i>CX<sup>3</sup> Implementation Strategy Narrative</i> by providing research, written work, translation, editing and review.</p> <p>(DHS Objective 5, Activity 2)</p>	L. Hiatt	Strategic Narrative	Oct 2014 – Sept 2015
<p>4. Provide technical assistance and training to CX3 contractors and residents to implement and market PSE Interventions using public health approaches and <i>Network</i> allowable interventions.</p> <p>(DHS Objective 4, Activity 3)</p>	L. Hiatt	Promotion plan of action	Oct 2014 – Sept 2015

**GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

**OBJECTIVE 3 (CX3 Technical Assistance & Training):** Collaborate with community groups and other organizations to engage neighborhood members to identify food and beverage strategies in at least five qualifying communities to increase access and consumption of healthy foods and beverages.

SNAP-Ed Objective 3: CX3 Technical Assistance & Training (October 7, 2014 - September 30, 2015)			
Activities	Responsible Party	Deliverables	Timeframe
<p>1. Provide technical assistance and training to CX3 contractors and residents (that have completed the leadership training) to <b><u>implement and market policy, systems and environmental (PSE) strategies</u></b> using public health approaches and NEOPB-allowable interventions. TA and training may include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>• Data interpretation (e.g., CX<sup>3</sup> findings)</li> <li>• Nutrition education and obesity prevention resources and classes</li> <li>• Development of healthy food and beverage promotion plans</li> <li>• Training on successful community models (e.g., Smart Meal Program &amp; Healthy Food Outlet Project)</li> <li>• Guidance on joint use policies</li> <li>• Establishing community gardens and/or farmers markets</li> </ul> <p style="text-align: right;">(DHS Objective 5, Activity 4)</p>	L. Hiatt	<p>TA log</p> <p>ATF/EARS</p>	Oct 2014 – Sept 2015

SNAP-Ed Objective 3: CX3 Technical Assistance & Training (October 7, 2014 - September 30, 2015)			
Activities	Responsible Party	Deliverables	Timeframe
<p>2. Provide technical assistance and training to CX3 contractors and community liaisons (that have completed the SNAP-Ed leadership training) to <b><u>implement educational and social marketing PSE strategies</u></b>. Some strategies may include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>• Youth engagement</li> <li>• Peer-to-peer education</li> <li>• Social marketing campaigns</li> </ul> <p style="text-align: right;">(DHS Objective 5, Activity 5)</p>	L. Hiatt	<p>TA log</p> <p>ATF/EARS</p>	Oct 2014 – Sept 2015
<p>3. Provide technical assistance and training to CX3 contractors and community liaisons (that have completed the SNAP-Ed leadership training) on <b><u>monitoring and evaluating neighborhood changes</u></b>.</p> <p style="text-align: right;">(DHS Objective 5, Activity 6)</p>	L. Hiatt	<p>Summary of changes</p> <p>Evaluation tools</p>	Oct 2014 – Sept 2015

**GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

**Objective 4 (Retail Specialist):** Engage qualifying grocery retailers (such as: supermarkets, grocery stores, and/or independent grocers) in the county to reach SNAP-Ed eligible adults through nutrition education events (i.e., food demonstrations, taste tests, store tours, and other strategies).

SNAP-Ed Objective 4: Retail Specialist (October 7, 2014 - September 30, 2015)			
Activities	Responsible Party	Deliverables	Timeframe
<p>1. Participate in all required <i>Network for a Healthy California -Retail Program</i> and Healthy Food Outlet Project trainings in person and/or via webinars.</p> <p style="text-align: right;"><i>(DHS Objective 15, Activity 1)</i></p>	L. Hiatt	Record of attendance, Training agendas	Oct 2014 – Sept 2015
<p>2. Research best practice strategies and update existing retail training materials, including, but not limited to, those pertaining to the following topics:</p> <ul style="list-style-type: none"> <li>• Business Liaison Training</li> <li>• Product Storage &amp; Stocking</li> <li>• Merchandising &amp; Promotion</li> <li>• In-Store Events (including food demonstrations &amp; store tours)</li> <li>• Healthier Checkout</li> </ul> <p style="text-align: right;"><i>(DHS Objective 15, Activity 7)</i></p>	L. Hiatt	Training manual	Oct 2014 – Sept 2015

SNAP-Ed Objective 4: Retail Specialist (October 7, 2014 - September 30, 2015)			
Activities	Responsible Party	Deliverables	Timeframe
<p>3. Provide at least the <b>one</b> trainings for project partners (e.g., Business Liaisons, Nutrition Education Contractors, Promotoras, CX3 Community Workers) on each of the following topics:</p> <ul style="list-style-type: none"> <li>• Business Liaison Training</li> <li>• Product Storage &amp; Stocking</li> <li>• Merchandising &amp; Promotion</li> <li>• In-Store Events (including food demonstrations &amp; store tours)</li> <li>• Healthier Checkout</li> </ul> <p><i>Note: Nutrition Education Contractors will be responsible for training store staff on in-store events. Business Liaison will be responsible for training store staff in all other areas (e.g., produce storage &amp; stocking, merchandising &amp; promotion, healthier checkout)</i></p> <p style="text-align: right;"><i>(DHS Objective 15, Activity 7)</i></p>	L. Hiatt	Sign-in Sheets Training Agenda Training Materials Training Evaluations	Oct 2014 – Sept 2015
<p>4. Develop and implement quality assurance efforts related to ensuring project partners are properly training/educating store employees.</p> <p style="text-align: right;"><i>(DHS Objective 15, Activity 7)</i></p>	L. Hiatt	Quality Assurance Outcome Forms	Oct 2014 – Sept 2015
<p>5. Provide technical assistance and mentoring to project partners on implementing and evaluating Healthy Food Outlet Project strategies, including business engagement and retention.</p> <p style="text-align: right;"><i>(DHS Objective 15, Activity 7 &amp; Objective 5, Activity 4)</i></p>	L. Hiatt	TA Log	Oct 2014 – Sept 2015
<p>6. Assist DHS with the evaluation and update of the marketing-by-mail program. Evaluation may include visiting up to 17 participating food outlets to assess/evaluate implementation efforts.</p>	L. Hiatt	Product Usage Report from the	Oct 2014 – Sept 2015

SNAP-Ed Objective 4: Retail Specialist (October 7, 2014 - September 30, 2015)			
Activities	Responsible Party	Deliverables	Timeframe
<p>Materials used in the marketing-by-mail program may only include those approved by NEOPB, include <i>Harvest of the Month</i> community newsletters, posters, signage, recipe cards, wobblers, magnets, window clings, <i>Rethink Your Drink</i> materials, hardware, in-store audio, CalFresh materials.</p> <p><i>(DHS Objective 15, Activity 5)</i></p>		<p>Online Ordering System</p> <p>Evaluation data</p>	
<p>7. Assist DHS with the evaluation and update of the healthier check-out program. Evaluation may include visiting up to 17 participating food outlets to assess/evaluate implementation efforts.</p> <p><i>(DHS Objective 15, Activity 5 &amp; Objective 9, Activity 2)</i></p>	L. Hiatt	Evaluation data	Oct 2014 – Sept 2015
<p>8. Assist DHS staff in updating Healthy Food Outlet Project materials (e.g., training toolkits, nutrition-education/point-of-purchase distribution guidelines, project toolkit) using evaluation data.</p> <p><i>(DHS Objective 15, Activity 7)</i></p>	L. Hiatt	Updated toolkits and guidelines	Oct 2014 – Sept 2015
<p>9. Conduct follow-up food outlet assessments and manager’s interviews at seven (7) food outlets.</p>	L. Hiatt	CX3 Food Environment Assessments & Manager interview notes/summary	Oct – Dec 2014

**Scope of Work  
HEAL Phase II  
HEAL Food Access Specialist  
October 7, 2014 – December 31, 2014**

**GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

**Objective 1 (HEAL Food Access Specialist):** provide food outlets and restaurants in and near the Kawana Springs and Roseland neighborhoods in south Santa Rosa that participate in the Healthy Food Outlet Project (HFOP) and Smart Meal Restaurant Program (SMP), respectively, with technical assistance, information, and access to business resources.

<b>Objective 1: HEAL Food Access Specialist (October 7, 2014 – December 31, 2014)</b>			
<b>Activities</b>	<b>Responsible Party</b>	<b>Deliverables</b>	<b>Timeframe</b>
1. Participate in monthly contractor meetings, initial project orientation, project trainings, and other meetings relevant to the projects.	L.Hiatt	Meeting sign-in sheets	Oct-Dec 2014
2. Work with project staff to conduct and report baseline and follow-up evaluation that includes, but is not limited to, restaurant owner interviews, restaurant secret shopper visits, site visit reports, and quarterly reports.	L. Hiatt	Completed evaluation tools & evaluation reports	Oct-Dec 2014
3. Provide technical assistance and resources to participating food outlets in accordance with the Sonoma County Healthy Food Outlet Project, including, but not limited to: <ul style="list-style-type: none"> <li>• Assisting stores to set up healthier checkout section</li> </ul>	L. Hiatt	Store visit tracking logs  Before/After Photos	Oct-Dec 2014

<b>Objective 1: HEAL Food Access Specialist (October 7, 2014 – December 31, 2014)</b>			
<b>Activities</b>	<b>Responsible Party</b>	<b>Deliverables</b>	<b>Timeframe</b>
<ul style="list-style-type: none"> <li>Assisting stores to set up participation in marketing-by-mail program</li> </ul>			
5. Work with project staff to develop and implement communications plan that includes, but is not limited to, promoting participating food outlets and restaurants in south Santa Rosa, acting as a liaison with the media, and participating in media interviews, as needed.	L.Hiatt	Summary of communication efforts, including media coverage	Oct-Dec 2014
6. Assist project staff in the modification of the Smart Meal Program and Healthy Food Outlet Project toolkits and program components, as needed.	L.Hiatt	New materials as developed	Oct-Dec 2014
7. Assist project staff in the development of Smart Meal evaluation report (Phase II) and Healthy Food Outlet Project 7-Year Report (Phase I & II).	L.Hiatt	Final reports	Oct-Dec 2014

## Exhibit B. Budget and Budget Justification

### SNAP-Ed Grant CX3 Food Access and Retail Specialist October 1, 2014 - September 30, 2015

SNAP-Ed Budget October 1, 2014 - September 30, 2015	FFY 2015	
	Hrs	Amount
<b><i>PERSONNEL (include hourly rate)</i></b>		
Laurie Hiatt – CX3 Food Access and Technical Assistance Specialist FFY 2015 - 0.1552 FTE (\$45/hr)	319	\$14,355
Laurie Hiatt – Retail Specialist FFY 2015 - 0.1552 FTE (\$45/hr)	319	\$14,355
<b>Personnel Subtotal</b>		<b>\$28,710</b>
<b>Fringe Benefits</b>		\$0
<b>TOTAL PERSONNEL</b>		<b>\$28,710</b>
<b><i>NON-PERSONNEL / OPERATING EXPENSES</i></b>		
Travel – Annual Network Conference in Sacramento		\$348
Travel – Mileage		\$842
Office Supplies		\$100
<b>Total Non Personnel</b>		<b>\$1,290</b>
<b>Total Direct Costs (Personnel + Non-Personnel)</b>		<b>\$30,000</b>
<b>Indirect Costs</b>		<b>\$0</b>
<b><i>OTHER COSTS</i></b>		
<b>TOTAL BUDGET</b>		<b>\$30,000</b>

#### **SNAP-Ed Grant Budget Revisions and Line Item Adjustments:**

*Subject to prior written notice under Paragraph 12, the Department of Health Services Division Director, or designee, may approve Line Item Budget Adjustment Requests and Budget Revision Request to Exhibit B1 so long as the total contract maximum set forth in Section 2 (Payment) neither increases nor decreases and there is no significant change in the Scope of Work. Proposed transfers between budget sections or between line items require an approved Budget Revision Request if the total of the proposed changes are greater than 10% of the total contract amount for each budget year. Proposed budget transfers that total less than 10% of the total contract amount each budget year require an approved Line Item Budget Adjustment Request. Said Line Item Budget Adjustment Requests and Budget Revision Requests shall not require a formal amendment to this Agreement and shall be effected by preparation of a new exhibit which is signed and dated by the Department of Health Services Division Director, or designee.*

**SNAP-Ed Budget Justification  
October 1, 2014 - September 30, 2015**

***PERSONNEL***

**CX3 Food Access and Technical Assistance Specialist**

- FFY 2015 - 0.1552 FTE (\$45/hr)

Provides technical assistance and training to community members and SNAP-Ed partners on public health, assessment and evaluation strategies related to increasing access and consumption of healthy foods and beverages and physical activity opportunities in SNAP-Ed approved neighborhoods. Assists with the development of a CX3 strategic community-focused action plan and county health forum.

**Retail Specialist**

- FFY 2015 - 0.1552 FTE (\$45/hr)

Coordinates retail train-the-trainer program, providing training and technical assistance to project partners implementing and evaluating Healthy Food Outlet Project strategies. Assists with the development of 1) a sustainable marketing-by-mail program, aimed at distributing nutrition education/point-of-purchase materials to food outlets, and 2) a sustainable healthier check-out program, aimed at increasing the sales of healthier snack and beverage items in food outlets.

***NON-PERSONNEL / OPERATING EXPENSES***

**Travel – Annual Network Conference in Sacramento**

- FFY 2015: Meal per diem (\$46 x 2 days), one night lodging (\$95/night + \$13 tax), 200 miles round trip (\$.56/mile), and parking (\$18 per person x 2 days) = \$348

**Travel – Mileage:** for travel for one staff to attend team meetings, local training, and provide technical assistance to retailers and CX3 Community Liaisons.

- FFY 2015: \$0.56 x 125.3 miles x 12 months = \$842

**Office Supplies:** Supplies such as pens, pencils, postage, notepads, paper - as needed for activities associated with providing technical assistance and training to community members and SNAP-Ed partners on public health, assessment and evaluation strategies.

- FFY 2015 - \$8.33 per month x 12 months = \$100

**Budget & Budget Justification  
HEAL Phase II  
HEAL Food Access Specialist  
September 2014 – December 31, 2014**

<b>HEAL Phase II Budget September 2014 - December 31, 2014</b>	<b>Rate</b>	<b>Hrs</b>	<b>Amount</b>
<b><i>PERSONNEL</i></b>			
Meeting Participation	\$45	15	\$675
Evaluation and Reporting	\$45	40	\$1,800
Resource Assistance	\$45	0	\$0
Technical Assistance	\$45	22	\$990
Communications Plan	\$45	8	\$360
Program Development	\$45	35	\$1,575
<b>Total Personnel</b>			<b>\$5,400</b>
<b><i>NON-PERSONNEL / OPERATING EXPENSES</i></b>			
Travel			\$70
Office Supplies			\$30
<b>Total Non Personnel</b>			<b>\$100</b>
<b>Total Direct Costs (Personnel + Non-Personnel)</b>			<b>\$5,500</b>
<b>Indirect Costs @ ____%</b>			
<b><i>OTHER COSTS - SUBCONTRACTS/ CONSULTANTS</i></b>			
<b>Total Other</b>			
<b>TOTAL BUDGET</b>			<b>\$5,500</b>

<b>HEAL Phase II Budget Justification August 2014 - December 31, 2014</b>
<b><i>PERSONNEL</i></b>
<b>Laurie Hiatt, MPH</b> <ul style="list-style-type: none"><li>• Will provide eight (8) food outlets and eight (8) restaurants currently participating in the Healthy Food Outlet Project (HFOP) and Smart Meal Restaurant Program (SMP), respectively, with technical assistance, information, and access to business resources.</li><li>• Will conduct final assessments eight (8) SMR in and near the Kawana Springs and Roseland neighborhoods in south Santa Rosa.</li><li>• Will work with HEAL Evaluation Contractor and DHS staff to create reports, communication tools and update existing program materials.</li></ul>
<b><i>NON-PERSONNEL / OPERATING EXPENSES</i></b>
<b>Travel</b> <p>Mileage, accommodations, parking, bridge and meals to attend annual HEAL Meetings. Mileage is reimbursed at the current federal reimbursement rate, which is 0.56 cents/mile for 2014.</p>
<b>Office Supplies</b> <p>Supplies such as paper, pens, folders, envelopes, printer cartridges to implement project activities.</p>
<b><i>OTHER COSTS – SUBCONTRACTS/CONSULTANTS</i></b>

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## **Exhibit C. Insurance Requirements**

**(Template 4 – Rev 2014 Aug 5)**

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

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

### 1. Workers Compensation and Employers Liability Insurance

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

### 2. General Liability Insurance

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

- 
- d. "**County of Sonoma, its Officers, Agents, and Employees**" shall be **additional insureds** for liability arising out of operations by or on behalf of the Contractor in the performance of this agreement.
  - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
  - f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
  - g. The policy shall cover inter-insured suits between County and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
  - h. Required Evidence of Insurance:
    - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
    - ii. Certificate of Insurance.
3. Automobile Liability Insurance
- a. Minimum Limits: \$300,000 Combined Single Limit per Accident; or Bodily Injury: \$100,000 per person/\$300,000 per accident and Property Damage: \$50,000 per accident.
  - b. Required Evidence of Insurance:
    - i. Copy of Auto Policy Declarations Page; or
    - ii. Certificate of Insurance.
4. Standards for Insurance Companies
- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
5. Documentation
- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
  - b. The name and **address** for Additional Insured endorsements and Certificates of Insurance is:  
  
**County of Sonoma (DHS)  
Contract & Board Item Development Unit  
3313 Chanate Road  
Santa Rosa CA 95404**

- c. Required Evidence of Coverage shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

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

7. Material Breach

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

### Exhibit D. Waiver of Insurance Requirements



Exhibit   D   Waiver of Insurance Requirements

This Exhibit modifies the insurance requirements as specified in Exhibit   C  

Department Health Services Department Contact Anthony Taylor Phone 565.6624  
 Contractor, Consultant, Vendor, Licensee, Tenant Laurie Hiatt  
 Contact Person Laurie Hiatt Phone 836.1012  
 Contract Term Eff Date - 2015 Sep 30 Contract Cost \$35,500 Template # 4  
 Was there an RFP/RFQ or other competitive process for this agreement? Yes  No   
 If yes, was an exception to the Insurance Requirements noted in the Vendor's proposal? Yes  No

- ◆ If only Section I waivers are required, submit to your Department Head or designee for signature. Do not submit to Risk.
- ◆ If only Section II waivers, or a combination of Section I and II waivers, are required, **submit to Risk.**

**Section I - Department Waivers**

**Requirement to be Waived and Reason**

- Workers Compensation: Waive Subrogation Waiver.
- General Liability: Waive General Aggregate per location or per project; General Aggregate is at least double the Occurrence Limit.
- General Liability: Waive requirement for Subrogation Waiver because insurer will not provide the coverage.
- General Liability (Suppliers of Products): Waive "Additional Insured – Vendors". County does not distribute the product to the public.
- General Liability (Special Events): Waive Products/Completed Operations Coverage. Licensee will not sell or distribute food or other tangible items at the event.
- General Liability (Instructors/Trainers): Waive General Liability. Training is conducted at County/Entity facility and does not involve the use of hazardous equipment or participation in physical activity.
- General Liability (Therapists, Counselors, Social workers and Psychologists): Waive General Liability. All services are provided in the consultant's office or on County premises and acceptable evidence of professional liability insurance has been provided.
- Auto Liability: Waive coverage and/or limits; Consultant or Contractor does no driving on behalf of the County or the driving is limited to attendance at meetings at County/Entity facilities.
- Auto Liability (Suppliers of Products): Waive coverage because vendor's goods are delivered by common carrier or contract carrier.
- Property Insurance (Long Term Tenants): Waive Property Insurance requirement. Tenant has not made improvements to the property or the current construction cost of the improvements is less than \$25,000.
- Mold Liability: Landlord cannot obtain the insurance.

Approved by Department Head, Department Designee or Risk Management \_\_\_\_\_ Date \_\_\_\_\_

**Section II – Risk Management Waivers**

**Submit to Risk with Scope of Work Exhibit or detailed description of services or event.**

**General Liability Waivers**

- Waive requirement for coverage  
Reason: Contractor unable to afford read limits. Has \$300,000 homeowner's liability.
- Waive requirement for additional insured endorsement  
Reason:
- Waive primary & non-contributory language (if evidence is required)  
Reason:

**Auto Liability Waivers**

- Accept lower limits  
Reason: Contractor is unable to obtain required limits. Accept \$50K/\$100K/\$50K.
- Waive hired & non-owned auto liability  
Reason:

**Workers Compensation Waivers**

- Waive requirement for subrogation waiver endorsement if required  
Reason:

**Professional Liability Waivers**

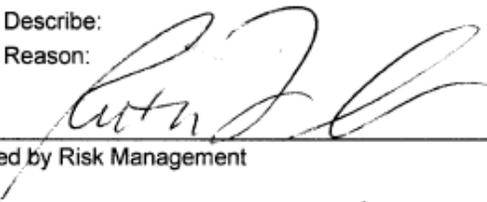
- Waive requirement for coverage  
Reason:
- Accept lower limits  
Reason:

**Pollution Liability Waivers**

- Waive requirement for coverage  
Reason:
- Accept lower limits  
Reason:
- Waive requirement for additional insured endorsement  
Reason:

**Other Waivers**

- Describe:  
Reason:

  
 \_\_\_\_\_  
 Approved by Risk Management

8/25/14  
 Date

**MODIFICATION NUMBER FIVE**  
**OF AGREEMENT FOR SERVICES BETWEEN**  
**COUNTY OF SONOMA AND**  
**ROSELAND SCHOOL DISTRICT**

On March 21, 2011, the County of Sonoma, a political subdivision of the State of California, (hereinafter referred to as "County") and Roseland School District, a government entity, hereinafter referred to as "Contractor") entered into a service agreement, modified by the parties effective February 25, 2012 as Modification Number One, modified again by the parties effective March 19, 2013 as Modification Number 2, modified again by the parties effective June 25, 2013 as Modification Number 3, and modified again by the parties effective August 26, 2014 as Modification No. 4 (hereinafter referred to as "Agreement").

Pursuant to Section 13.7 (Merger) of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Exhibit A2 (Scope of Work) is hereby deleted and replaced in its entirety with the attached Exhibit A2 (Scope of Work).
2. Exhibit B2 (Budget and Budget Justification) is hereby deleted and replaced in its entirety with the attached Exhibit B2 (Budget and Budget Justification).
3. Exhibit C (County of Sonoma Contract Insurance Requirements) is hereby deleted and replaced in its entirety with the attached Exhibit C (Insurance Requirements).
4. Section 2.1 (Payment for Services) is hereby revised to read as follows:

2.1. Payment for Services

Contractor shall be paid in accordance with the budget set forth in Exhibit B2. Any HEAL Phase II or Community Transformation Grant fund balance remaining at the end of a fiscal year shall automatically be carried forward to the subsequent fiscal year of this Agreement, but not beyond the term of the Agreement. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. SNAP-Ed bills shall also include: (i) relevant SNAP-Ed personnel time tracking documents, (ii) SNAP-Ed fringe benefits document, (iii) summary spreadsheet for line item expenditures, and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$342,656 (no more than \$70,528 for HEAL Phase II activities, \$10,577 for Community Transformation

Grant activities, \$256,551 for SNAP-Ed activities, and \$5,000 for HEAL Continuation Grant activities).

5. Section 9.18 (Licensure) is hereby added to the Agreement as follows:

9.18. Licensure

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate shall be retained, and current updates of such documents shall be maintained, and made available upon request, not to exceed 3 business days after the initial request, for inspection, review, and/or audit by authorized representatives and designees of County, State, and/or Federal governments during the term of this Agreement and for the applicable records retention period.

6. Section 13.10 (Survival of Terms) is hereby added to the Agreement as follows:

13.10. 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.

7. Section 13.11 (Counterparts and Electronic Copies) is hereby added to the Agreement as follows:

13.11 Counterparts and Electronic Copies

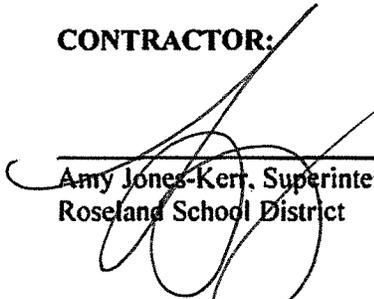
The parties agree that, where applicable, this Agreement may be executed in counterparts, together which when executed by the requisite parties shall be deemed to be a complete original agreement. An electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement or counterpart, shall be deemed, and shall have the same legal force and effect as, an original document.

Except as expressly modified herein, all terms and conditions of Agreement shall remain in full force and effect.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties have caused this modification to be duly executed by their authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR:**

  
\_\_\_\_\_  
Amy Jones-Kerr, Superintendent  
Roseland School District

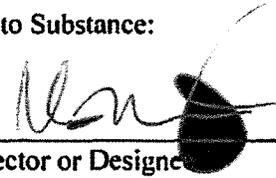
9-17-14  
Dated

**COUNTY OF SONOMA:**  
Certificate of Insurance on File with County:

\_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services

\_\_\_\_\_  
Dated

Approved as to Substance:

  
\_\_\_\_\_  
Division Director or Designee

9.16.14  
Dated

## Exhibit A2. Scope of Work

### Section 1. HEAL Phase II Scope of Work

**HEAL Goals:** 1) Increase fruit and vegetable consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings.  
4) Increase physical activity in institutional settings

**Strategy 1:** Strengthen and Implement School Wellness Policies

<b>HEAL Phase II Scope of Work March 21, 2011 – June 30, 2014</b>				
<b>Objective(s)</b>	<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
1. By 5/31/13, more robust schools wellness policies will be adopted by the school district to improve eating and activity environments of the school, including: <ul style="list-style-type: none"> <li>• Policies affecting food</li> <li>• Classroom environment</li> <li>• Physical activity</li> <li>• School health environment</li> <li>• Before and after school environment</li> </ul>	1.) Communicate current school wellness policies to parents, students, teachers and other staff.	Superintendent  Principals  Student Services Coordinator	Aug - Sept '11 Aug – Sept '12	Summary of communication efforts
	2.) Convene and attend district wellness committee meetings which will meet at least three times per school year (at least one in the fall and at least two in the winter/spring) to establish school wellness plan for implementing, updating and/or measuring programs and policies.	Cafeteria Manager  Champion Teachers  Nurse  Assistant Principal  Family Coordinator	Aug '11 – May '12 Aug '12 – May '13	District Wellness Committee minutes
	3.) Involve parents, students, school board, school administrators, school food service, and the public in developing, identifying, and/or modifying school/district wellness policies that include, but are not limited to, the following:	Superintendent  Cafeteria Manager	Ongoing	Modified school wellness policies

<b>HEAL Phase II Scope of Work March 21, 2011 – June 30, 2014</b>				
<b>Objective(s)</b>	<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
	<ul style="list-style-type: none"> <li>• <i>Second chance breakfast</i></li> <li>• <i>Healthy breakfast</i></li> <li>• <i>Healthy school lunches</i></li> <li>• <i>Harvest of the Month</i></li> <li>• <i>Cafeteria water stations</i></li> <li>• <i>Structured nutrition and physical activity classroom education</i></li> <li>• <i>Physical activity in the classroom</i></li> <li>• <i>Active recess</i></li> <li>• <i>Safe Routes to School</i></li> <li>• <i>Parent education program</i></li> <li>• <i>Worksite Wellness</i></li> </ul>	Champion Teachers  Project Lead  Assistant Principal		
	4.) Recommend adoption of new or updated school/district wellness policies to the School Board.	Superintendent.	May '13	Board minutes Adopted policy
	5.) Assist HEAL staff in disseminating and collecting school wellness assessments at the end of every academic year from principals, food service, teachers and district wellness committee representative.	Cafeteria Manager  Champion Teachers  Project Lead	April '11 April '12 April '13 April '14	Annual school wellness assessment

**REPORTING DELIVERABLES:** Contractor is responsible for working with HEAL staff to provide deliverables as requested and coordinate and collect evaluation data including, but not limited to: school wellness assessment (April '11, '12, '13, '14), worksite wellness assessment (fall '11, spring '14), parent survey (fall '11, spring '14), teacher survey (Dec & April), and 5<sup>th</sup> grade student survey (fall '11, spring '14).

**HEAL Goals:** 1) Increase fruit and vegetable consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings. 4) Increase physical activity in institutional settings

**Strategy 2:** Implement and institutionalize Healthy Breakfast and alternative breakfast program that consist of nutritional requirements that meet or exceed the new federal requirements

<b>HEAL Phase II Scope of Work March 21, 2011 – June 30, 2014</b>				
<b>Objective(s)</b>	<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
<p>1. By 5/31/14, schools will implement “Healthy Breakfast” standards for school breakfasts which will meet each of the following nutritional requirements:</p> <ul style="list-style-type: none"> <li>• Include at least three of the five food groups</li> <li>• Offer fresh fruit or vegetable each day of the week</li> <li>• Breakfast cereal may contain no more than 6 grams of sugar, unless it provides 3 or more grams of fiber</li> <li>• All grain/bread products should contain no more than 35% sugar by weight.</li> <li>• Offer at least a serving of whole grains 3 or more days each week</li> <li>• Offer only low-fat and fat-free milk each day (no sweetened milks)</li> </ul>	1.) Work with the Network for Healthy California to train cafeteria staff on nutrition education and food safety and Harvest of the Month.	Cafeteria Manager	Aug – Sept ‘11 Aug – Sept ‘12 Aug – Sept ‘13	Training sign-in sheet
	2.) Apply for Fruit and Vegetable Program grants, as necessary	Cafeteria Manager	Ongoing	Grant application submitted
	3.) Work with school food providers to meet Healthy Breakfast nutritional requirements, including incorporating Harvest of the Month produce in school breakfast whenever possible	Cafeteria Manager	Ongoing	School menus will reflect compliance with Healthy Breakfast standards.
	4.) Assist HEAL evaluators to assess the Healthy Breakfast program, such as providing information for menu reviews and helping to schedule food service interviews.	Cafeteria Manager	Annually	School menus will reflect compliance with Healthy Breakfast standards.
	5.) Promote Healthy Breakfast by informing teachers, parents, and students of changes (e.g. school newsletters, menus, website, etc.)	Cafeteria Manager	Aug ‘11- May ‘12 Aug ‘12 – May ‘13 Aug ‘13 - May ‘14	Summary of communication efforts
2. By 5/31/14, schools will implement an alternative breakfast program (e.g. Second Chance	1.) Explore and implement an alternative breakfast program(s) (e.g. Second Chance Breakfast, Universal Breakfast)	Cafeteria Manager	Aug ‘11- May ‘12 Aug ‘12 – May ‘13 Aug ‘13 - May ‘14	Second Chance Breakfast Implementation

<b>HEAL Phase II Scope of Work March 21, 2011 – June 30, 2014</b>				
<b>Objective(s)</b>	<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
Breakfast, Universal Breakfast)		Business Manager		
	2.) Promote participation in alternative breakfast program by informing teachers, parents, and students (e.g. school newsletters, menus, website, etc)	Cafeteria Manager Principals	Aug '11- May '12 Aug '12 – May '13 Aug '13 - May '14	Summary of communication efforts
	3.) Provide information on school breakfast participation rates as part of the school wellness assessment	Cafeteria Manager	April '11 April '12 April '13 April '14	School wellness assessment

**REPORTING DELIVERABLES:** Contractor is responsible for working with HEAL staff to provide deliverables as requested and coordinate and collect evaluation data including, but not limited to: school wellness assessment (April '11, '12, '13, '14), worksite wellness assessment (fall '11, spring '14), parent survey (fall '11, spring '14), teacher survey (Dec & April), and 5<sup>th</sup> grade student survey (fall '11, spring '14).

**HEAL Goals:** 1) Increase fruit and vegetable consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings.  
4) Increase physical activity in institutional settings

**Strategy 3:** Schools will implement Healthy School Lunches that exceed existing federal requirements

<b>HEAL Phase II Scope of Work March 21, 2011 – June 30, 2014</b>				
<b>Objective(s)</b>	<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
<p>1. By 5/31/14, lunches at schools will meet each of the following nutrition requirements in accordance with the new school wellness policies:</p> <ul style="list-style-type: none"> <li>• Offer a different vegetable each day of the week</li> <li>• Offer dark green or orange vegetables 3 or more days each week</li> <li>• Offer dry beans and/or peas 1 or more days each week</li> <li>• Offer a different fruit each day of the week (at least 2 days bring fresh fruit)</li> <li>• Offer at least a serving of whole grains 3 or more days each week</li> <li>• Offer only low-fat and fat-free milk each day (no sweetened milks)</li> </ul>	1.) Work with the Network for Healthy California to train cafeteria staff on nutrition education and food safety and Harvest of the Month.	Cafeteria Manager	Aug – Sept ‘11 Aug – Sept ‘12 Aug – Sept ‘13	Training sign-in sheet
	2.) Work with school food providers to meet Healthy School Lunch nutritional requirements, including incorporating Harvest of the Month produce in school lunch whenever possible	Cafeteria Manager	Ongoing	School menus will reflect compliance with Healthy Lunch standards
	3.) Assist HEAL evaluators to assess the Healthy School Lunch program, such as providing information for menu reviews and helping to schedule food service interviews.	Cafeteria Manager	Ongoing	School menus will reflect compliance with Healthy Lunch standards
	4.) Promote Healthy Lunch by informing teachers, parents, and students of changes (e.g. school newsletters, menus, website, etc.)	Cafeteria Manager	Aug ‘11- May ‘12 Aug ‘12 – May ‘13 Aug ‘13 - May ‘14	Summary of communication efforts
	5.) Provide information on school lunch participation rates as part of the school wellness assessment	Cafeteria Manager	April ‘11 April ‘12 April ‘13 April ‘14	School wellness assessment

**REPORTING DELIVERABLES:** Contractor is responsible for working with HEAL staff to provide deliverables as requested and coordinate and collect evaluation data including, but not limited to: school wellness assessment (April ‘11, ‘12, ‘13, ‘14), worksite wellness assessment (fall ‘11, spring ‘14), parent survey (fall ‘11, spring ‘14), teacher survey (Dec & April), and 5<sup>th</sup> grade student survey (fall ‘11, spring ‘14).

**HEAL Goals:** 1) Increase fruit and vegetable consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings.  
4) Increase physical activity in institutional settings

**Strategy 4:** Provide education and promote fruit and vegetable consumption through Harvest of the Month (HOTM)

<b>HEAL Phase II Scope of Work March 21, 2011 – June 30, 2014</b>				
<b>Objective(s)</b>	<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
1. By 5/31/13, schools will implement Harvest of the Month (HOTM) campaigns through food service.	1.) Work with the Network for Healthy California to train cafeteria staff on nutrition education and food safety and Harvest of the Month.	Cafeteria Manager	Aug – Sept '11 Aug – Sept '12 Aug – Sept '13	Training sign-in sheet
	2.) Create breakfast and lunch meals and salad bars that incorporate, as much as possible, HOTM featured produce each month	Cafeteria Manager	Aug '11- May '12 Aug '12 – May '13	School breakfast, lunch and salad bar menus will reflect incorporation of HOTM produce
	3.) Display educational and promotional materials in the cafeteria to promote HOTM each month	Cafeteria Manager	Aug '11- May '12 Aug '12 – May '13	Summary of cafeteria promotional materials
	4.) Promote HOTM featured produce each month by providing teachers, parents, and students educational materials (e.g. newsletters, menu slicks, posting on school website, etc.)	Cafeteria Manager	Aug '11- May '12 Aug '12 – May '13	Summary of communication efforts
	5.) Coordinate with food service staff, teachers and/or student interns at the beginning of each semester to determine the best days and times to pick up prepared HOTM produce.	Cafeteria Manager	Aug '11- May '12 Aug '12 – May '13	HOTM school schedule
	6.) Provide prepared HOTM produce for 4 <sup>th</sup> and 5 <sup>th</sup> grade classrooms each month.	Cafeteria Manager	Aug '11- May '12 Aug '12 – May '13	Mid- and End- of Year Teacher Survey
	7.) Provide prepared HOTM produce for 2 <sup>nd</sup> and 3 <sup>rd</sup>	Cafeteria	Aug '12 – May '13	Mid- and End- of

<b>HEAL Phase II Scope of Work March 21, 2011 – June 30, 2014</b>				
<b>Objective(s)</b>	<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
	grade classrooms each month.	Manager		Year Teacher Survey

**REPORTING DELIVERABLES:** Contractor is responsible for working with HEAL staff to provide deliverables as requested and coordinate and collect evaluation data including, but not limited to: school wellness assessment (April '11, '12, '13, '14), worksite wellness assessment (fall '11, spring '14), parent survey (fall '11, spring '14), teacher survey (Dec & April), and 5<sup>th</sup> grade student survey (fall '11, spring '14).

**HEAL Goals:** 1) Increase fruit and vegetable consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings.  
4) Increase physical activity in institutional settings

**Strategy 5:** Install water stations in cafeterias

<b>HEAL Phase II Scope of Work March 21, 2011 – June 30, 2014</b>				
<b>Objective(s)</b>	<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
1. By 5/31/14, schools will make free, fresh drinking water available in school food service areas in accordance with SB1413.	1.) Increase access to free, fresh drinking water for students during meal times in one of the following ways: <ul style="list-style-type: none"> <li>• Provide or plan for chilled/filtered drinking stations</li> <li>• Provide water dispensers in the cafeteria/food service area</li> <li>• Maintain school site water fountains</li> </ul> (Visit the CA Dep. of Education website more information <a href="http://www.cde.ca.gov/ls/nu/he/water.asp">www.cde.ca.gov/ls/nu/he/water.asp</a> )	Superintendent.	Aug '11- May '12	Before/after photos
	2.) Provide encouragement to parents and families to replace drinking sugar-loaded beverages at home with water (e.g. through school newsletters, flyers, school or district website, etc.)	Cafeteria Manager  Principals	Aug '11- May '12 Aug '12 – May '13 Aug '13 - May '14	Summary of communication efforts
	3.) Assist HEAL evaluators to assess the sugar sweetened beverage consumption rates of 5 <sup>th</sup> grade students	Champion Teachers	Oct '11 Apr – May '14	Completed 5 <sup>th</sup> grade student survey

**REPORTING DELIVERABLES:** Contractor is responsible for working with HEAL staff to provide deliverables as requested and coordinate and collect evaluation data including, but not limited to: school wellness assessment (April '11, '12, '13, '14), worksite wellness assessment (fall '11, spring '14), parent survey (fall '11, spring '14), teacher survey (Dec & April), and 5<sup>th</sup> grade student survey (fall '11, spring '14).

**HEAL Goals:** 1) Increase fruit and vegetable consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings.  
4) Increase physical activity in institutional settings

**Strategy 6:** Institutionalize structured nutrition and physical activity classroom education

<b>HEAL Phase II Scope of Work March 21, 2011 – June 30, 2014</b>				
<b>Objective(s)</b>	<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
1. By 5/31/14, 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> and 5 <sup>th</sup> grade students will receive 30 minutes of structured classroom-based nutrition and physical activity education curriculum every other week.	1.) Collaborate with DHS, Network for a Healthy California, Sonoma County Bike Coalition, teachers and other partners to identify best-practice curriculum (e.g., Harvest of the Month, PowerPlay, Rethink Your Drink, Safe Routes to School, Dairy Council) and develop program for 2 <sup>nd</sup> through 5 <sup>th</sup> graders	Champion Teachers  Project Lead	Apr- May '11 Apr – May '12 Apr – May '13	Summary of collaboration effort
	2.) Coordinate the review of any newly proposed curriculum	Champion Teachers  Project Lead	Apr- May '11 Apr – May '12 Apr – May '13	Summary of curriculum review
	3.) Work with intern coordinator to provide student interns with necessary information to volunteer in the schools (e.g. TB clearance and fingerprinting)	Personnel	Aug '11 Jan '12 Aug '12 Jan '13	Summary of communication efforts
	5.) Coordinate intern classroom visits to 4 <sup>th</sup> and 5 <sup>th</sup> grade classrooms	Champion Teachers  Assistant Principal  Project Lead	Aug '11 Jan '12 Aug '12 Jan '13	Intern schedule
	6.) Coordinate intern classroom visits to 2 <sup>nd</sup> and 3 <sup>rd</sup> grade classrooms	Champion Teachers  Assistant Principal Project Lead	Aug '12 Jan '13	Intern schedule
	7.) Coordinate 4 <sup>th</sup> and 5 <sup>th</sup> grade teacher training on	Champion	Aug - Sept '11	Training sign-in sheet

<b>HEAL Phase II Scope of Work March 21, 2011 – June 30, 2014</b>				
<b>Objective(s)</b>	<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
	selected curriculum	Teachers Assistant Principal Project Lead	Aug – Sept '12	
	8.) Coordinate 2 <sup>nd</sup> and 3 <sup>rd</sup> grade teacher training on selected curriculum	Champion Teachers Assistant Principal	Aug – Sept '12	Training sign-in sheet
	9.) Provide nutrition education to students in grades 2 - 5, including HOTM tastings	SSU Interns	Sept '11- May '12 Sept '12 – May '13	HOTM produce order
2. By 12/31/13, 3 <sup>rd</sup> , 4 <sup>th</sup> and 5 <sup>th</sup> grade students will receive two Safe Routes to School lessons in the classroom	1.) Coordinate with the Sonoma County Bike Coalition to schedule SRTS classroom education lessons for grades 3, 4 and 5.		Oct '11 Oct '12 Oct '13	SRTS classroom education schedule
	2.) Coordinate with the Sonoma County Bike Coalition to schedule bike rodeos for 4 <sup>th</sup> graders		Oct '11 Oct '12 Oct '13	SRTS bike rodeo schedule
3. By 12/31/13, the nutrition and physical activity classroom education program will be evaluated.	1.) Work with the Sonoma County Bike Coalition to distribute and collect evaluations for grade 3, 4, 5 teachers who received SRTS classroom education	Champion Teachers	Oct '11 Oct '12 Oct '13	Completed SRTS evaluations
	2.) Coordinate the distribution of a mid-year survey to teachers to assess nutrition education implementation	Champion Teachers	Dec '12	Completed mid-year teacher surveys

<b>HEAL Phase II Scope of Work March 21, 2011 – June 30, 2014</b>				
<b>Objective(s)</b>	<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
	3.) Partner with DHS to schedule teacher focus groups to assess implementation and plan for teachers to conduct in-class education the following year	Champion Teachers	Apr - May '12 Apr - May '13	Focus group schedule
	4.) Coordinate the distribution of year-end survey to teachers to assess nutrition education and physical activity education	Champion Teachers	April '11 April '12 April '13	Completed year-end teachers surveys

REPORTING DELIVERABLES: Contractor is responsible for working with HEAL staff to provide deliverables as requested and coordinate and collect evaluation data including, but not limited to: school wellness assessment (April '11, '12, '13, '14), worksite wellness assessment (fall '11, spring '14), parent survey (fall '11, spring '14), teacher survey (Dec & April), and 5<sup>th</sup> grade student survey (fall '11, spring '14).

**HEAL Goals:** 1) Increase fruit and vegetable consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings.  
4) Increase physical activity in institutional settings

**Strategy 7:** Increase opportunities for physical activity in the classroom

<b>HEAL Phase II Scope of Work March 21, 2011 – June 30, 2014</b>				
<b>Objective(s)</b>	<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
1. By 5/31/14, all elementary students will receive 50 minutes per week of structured classroom physical activity (“instant recess”)	1.) Collaborate with HEAL staff, Network for a Healthy California, teachers and other partners to identify best-practice classroom physical activity programs to implement “instant recess” (e.g. Network for a Healthy California Classroom Energizers, CATCH, SPARK, etc) and develop program for K through 6 <sup>th</sup> grade.	Champion Teachers  Project Lead	May ’11 – Jun ’11	Summary of collaboration effort
	2.) Coordinate teacher training on selected program	Champion Teachers  Project Lead	Aug – Sept ’11 Aug – Sept ’12 Aug – Sept ’13	Training sign-in sheet
	3.) Coordinate the distribution of a mid-year survey to teachers who will be asked to estimate the number of minutes per week they engaged students in “instant recess”	Champion Teachers  Project Lead	Dec ’12 Dec ’13	Completed mid-year teacher surveys
	4.) Coordinate the distribution of year-end survey to teachers, who will be asked to estimate the number of minutes per week they engaged students in “instant recess”	Champion Teachers  Project Lead	April ’11 April ’12 April ’13 April ’14	Completed year-end teachers surveys

**REPORTING DELIVERABLES:** Contractor is responsible for working with HEAL staff to provide deliverables as requested and coordinate and collect evaluation data including, but not limited to: school wellness assessment (April ’11, ’12, ’13, ’14), worksite wellness assessment (fall ’11, spring ’14), parent survey (fall ’11, spring ’14), teacher survey (Dec & April), and 5<sup>th</sup> grade student survey (fall ’11, spring ’14).

**HEAL Goals:** 1) Increase fruit and vegetable consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings.  
4) Increase physical activity in institutional settings

**Strategy 8:** Institutionalize Safe Routes to/from School (SRTS)

<b>HEAL Phase II Scope of Work March 21, 2011 – June 30, 2014</b>				
<b>Objective(s)</b>	<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
1. By 5/31/14, institutionalize and expand participation in SRTS programs to promote walking and biking to/from school.	1.) Convene and facilitate SRTS team meetings (comprised of community partners, school staff, parents and students) to accomplish the following: <ul style="list-style-type: none"> <li>Encourage students and parents to walk and bike to/from school (e.g., Walking Wednesday's, incentives, bike rodeos, SRTS map, walking school bus, bike train)</li> <li>Identify and address infrastructure and enforcement issues with City and County officials</li> </ul>	Assistant Principal  Family Coordinator  Student Services Coordinator	Aug '11- May '12 Aug '12 – May '13 Aug '13 – May '14	Meeting minutes  Encouragement program efforts  Infrastructure changes (e.g. before and after photos)
	2.) Coordinate biannual student SRTS tallies with teachers in the fall and spring	Champion Teachers	Aug '11- May '12 Aug '12 – May '13 Aug '13 – May '14	Biannual student tallies (transportation mode to/from school)
	3.) Implement a sustainable a program(s) that encourage students to walk and bike to/from school weekly (e.g. Walking Wednesdays, Fire up your Feet Fridays, etc.)	Champion Teachers  Assistant Principal	Aug '11- May '12 Aug '12 – May '13 Aug '13 – May '14	Summary of program
	4.) Coordinate with the Sonoma County Bike Coalition to schedule Safe Routes to School classroom lessons for grades 3, 4 and 5, and bike rodeos for grade 4. (see strategy 6, objective 2)	Assistant Principal	See strategy 6, objective 2	See strategy 6, objective 2

<b>HEAL Phase II Scope of Work March 21, 2011 – June 30, 2014</b>				
<b>Objective(s)</b>	<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
	5.) Coordinate the distribution of the school wellness assessment, which contains questions on SRTS	Champion Teachers	April '11 April '12 April '13 April '14	School Wellness Assessment

**REPORTING DELIVERABLES:** Contractor is responsible for working with HEAL staff to provide deliverables as requested and coordinate and collect evaluation data including, but not limited to: school wellness assessment (April '11, '12, '13, '14), worksite wellness assessment (fall '11, spring '14), parent survey (fall '11, spring '14), teacher survey (Dec & April), and 5<sup>th</sup> grade student survey (fall '11, spring '14).

**HEAL Goals:** 1) Increase fruit and vegetable consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings.  
4) Increase physical activity in institutional settings

**Strategy 9:** Develop a parent education program

<b>HEAL Phase II Scope of Work March 21, 2011 – June 30, 2014</b>				
<b>Objective(s)</b>	<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
1. By 5/31/13 , schools will institutionalize a parent education program to promote school policies ( <i>i.e. healthy fundraiser, healthy snacks, parent groups</i> )	1.) Inform parents of school policies (e.g. healthy school snacks, healthy fundraisers, healthy classroom parties and school events).	Family Coordinator Student Services Coordinator Cafeteria Manager Principals	Aug - Sept '11 Aug – Sept '12	Summary of communication efforts
	2.) Inform parents of food service changes (e.g. healthier school breakfast, alternative breakfast options, healthier school lunches)	Family Coordinator Student Services Coordinator Cafeteria Manager	Aug - Sept '11 Aug – Sept '12	Summary of communication efforts
	3.) Provide educational materials to parents, based on parent forums topics and/or classroom education (e.g. Rethink Your Drink, Safe Routes to School, Harvest of the Month, MyPlate, healthy cooking, etc.)	Family Coordinator Student Services Coordinator Project Lead	Aug - Sept '11 Aug – Sept '12	Summary of communication efforts
	4.) Provide space for community partners to conduct parent forums	Principals	Aug '11- May '12 Aug '12 – May '13	Schedule of parent forums
	5.) Coordinate the distribution of pre and post parent surveys	Family Coordinator Student Services Coordinator Project Lead	Oct '11 Apr-May '14	Pre and post survey

**REPORTING DELIVERABLES:** Contractor is responsible for working with HEAL staff to provide deliverables as requested and coordinate and collect evaluation data including, but not limited to: school wellness assessment (April '11, '12, '13, '14), worksite wellness assessment (fall '11, spring '14), parent survey (fall '11, spring '14), teacher survey (Dec & April), and 5<sup>th</sup> grade student survey (fall '11, spring '14).

**HEAL Goals:** 1) Increase fruit and vegetable consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings.  
4) Increase physical activity in institutional settings

**Strategy 10:** Develop and implement worksite wellness policies at schools.

<b>HEAL Phase II Scope of Work March 21, 2011 – June 30, 2014</b>				
<b>Objective(s)</b>	<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
By 5/31/14, based on school environmental assessment and employee health risk assessment, worksite wellness policies for the school district will be developed and implemented ( <i>e.g., healthy meetings, healthy vending, physical activity program</i> )	<b>1.) Partner with community partner (e.g., St. Joseph Health or Kaiser) to:</b> <ul style="list-style-type: none"> <li>Provide health risk assessments to inform employees of their personal health risks and detail how they can achieve better health through specific lifestyle changes</li> <li>Provide each school or school district with a “health snapshot” of the workforce</li> </ul>	Cafeteria Manager  Project Lead	Ongoing	Health Risk Assessment
	2.) Identify and develop a worksite wellness policy	Superintendent	Aug – Dec ‘13	Worksite wellness policy adopted
	3.) Communicate worksite wellness and school policies to teachers and staff	Principals	Jan – May ‘14	Summary of communication efforts
	4.) Partner with local worksite wellness experts (i.e. St. Joseph Health System’s Workforce Health Initiative, Kaiser, Northern California Center for Well-Being, Dairy Council, etc.) to get technical assistance to develop and implement worksite wellness program components, as needed.	Superintendent  District Office Staff	Ongoing	Summary of technical assistance provided
	5.) Work with HEAL staff to conduct baseline and follow-up worksite wellness environmental assessment.	Superintendent	May ‘11 April ‘14	Workplace Environmental Assessments

**REPORTING DELIVERABLES:** Contractor is responsible for working with HEAL staff to provide deliverables as requested and coordinate and collect evaluation data including, but not limited to: school wellness assessment (April ‘11, ‘12, ‘13, ‘14), worksite wellness assessment (fall ‘11, spring ‘14), parent survey (fall ‘11, spring ‘14), teacher survey (Dec & April), and 5<sup>th</sup> grade student survey (fall ‘11, spring ‘14).

## Section 2. CTG Scope of Work

**Objective Outcome:** Schools will develop sustainable programs that train and equip recess coaches to implement more active play with students on the playground.

<b>CTG Scope of Work March 2013 – September 30, 2014</b>				
<b>Strategies</b>	<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables &amp; Outcomes</b>
1. Implement Active Recess, at Roseland Elementary, Roseland Creek Elementary, and Sheppard Elementary, where students engage in physical activity during a majority of recess time through age appropriate games and other organized activities.	1. Assign or hire an Active Recess Coordinator to set up sustainable Active Recess program that will continue when the grant ends.  2. Attends monthly Active Recess Coordinator Meeting to plan for implementation.  3. Identify Active Recess Coaches who will receive training on how to teach students Active Recess.  4. Coordinate Active Recess Coach training. Department of Health Services (DHS) staff will work with community partners to provide Active Recess Coach Training.  5. Schedule and coordinate Active Recess Evaluator visits to conduct baseline assessment of recess.  6. Teach students Active Recess. Schools will determine best approach to training students, engaging DHS staff or community partners for technical assistance, as needed. For example: whole school assembly, individual classroom trainings, grade level assembly, training kids on the playground, etc.  7. If applicable, identify and train new Active Recess Coaches who will receive training on how to teach students Active Recess.	1. Superintendent  2. Active Recess Coordinator  3. Active Recess Coordinator  4. Active Recess Coordinator  5. Active Recess Coordinator  6. Active Recess Coach(es)  7. Active Recess Coordinator	1. February 2013  2. February-May 2013  3. March 2013  4. March 2013  5. March 2013  6. April 2013 – September 2014  7. August-September 2013	Log of number of playground supervisors/active recess coaches recruited  Training logs & sign-in sheets  Support and technical assistance meeting notes and log  Completed evaluation components (e.g., pre/post surveys, etc.)

<b>CTG Scope of Work</b> <b>March 2013 – September 30, 2014</b>				
<b>Strategies</b>	<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables &amp; Outcomes</b>
	8. Coordinator attends monthly Active Recess Coordinator Meeting to plan for institutionalizing Active Recess at their school.	8. Active Recess Coordinator	8. February –May 2014	
	9. Schedule and coordinate Active Recess Evaluator visits to school to conduct final assessment of recess.	9. Active Recess Coordinator	9. May 2014	
	10. Coordinator will provide feedback on Countywide Active Recess Expansion Plan.	10. Active Recess Coordinator	10. August – September 2014	

### Section 3. SNAP-Ed Scope of Work

**GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

**Objective 1:** School will increase nutrition education and physical activity opportunities and social marketing strategies that increase access and consumption of healthy food and beverages on campus.

<b>SNAP-Ed Scope of Work August 1, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Responsible Party</b>	<b>Timeframe</b>	<b>Deliverables</b>
1. Attend SNAP-Ed project meetings and Community Activity and Nutrition Coalition (CAN-C) Healthy Students Subcommittee meetings, as needed, to strategically implement the County of Sonoma’s Department of Health Services (DHS) scope of work.	Administrator (Jessica)	Aug 2013 – Sept. 2016	Record of participation
2. Annually, attend up to two <i>Network</i> -sponsored meetings, trainings and conferences regionally and/or in Sacramento that may include the following: Community Engagement trainings, Regional Network Collaborative meetings, <i>Network</i> -sponsored state and/or regional trainings and any other non- <i>Network</i> sponsored trainings that have been pre-approved by State Program Managers.	Administrator (Jessica)	Aug 2013 – Sept. 2016	Copies of agendas, record of participation
3. Use the United States Department of Agriculture (USDA) regulations and guidelines to ensure all activities are allowable and appropriately documented. - <a href="http://www.nal.usda.gov/fsn/Guidance/FY2013SNAP-EdPlanGuidance.pdf">http://www.nal.usda.gov/fsn/Guidance/FY2013SNAP-EdPlanGuidance.pdf</a>	Project Coordinator (Alicia)  Administrator (Jessica)  Financial Analyst (Maria)	Aug 2013 – Sept. 2016	Documents (on file)

<b>SNAP-Ed Scope of Work August 1, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Responsible Party</b>	<b>Timeframe</b>	<b>Deliverables</b>
4. Comply with the Network Guideline Manual and Program Letter updates. - <a href="http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx">http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx</a> - <a href="http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx">http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx</a> - <a href="http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx">http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx</a>	Project Coordinator (Alicia)  Administrator (Jessica)  Financial Analyst (Maria)	Aug 2013– Sept. 2016	Documents (on file)
5. Establish commitment of support for nutrition education interventions, wellness policy expansion, and staff development from school staff, administration, nutrition services, parents, and school board to increase healthy food and beverage access and increase opportunities for physical activities throughout the day.	Project Coordinator (Alicia)  Chief Executive Officer  Administrator (Jessica)  Teacher (Champion Teachers)	Aug 2013– Sept. 2016	Record of activities and communications on file
6. Recruit, hire and/or assign a School Wellness Coordinator, teacher liaison(s), and/or food service staff to coordinate the grant and ensure school meets required activities and report outcomes.	Chief Executive Officer	Aug 2013– Oct. 2013	Staff assignment/Job description
7. Work with SNAP-Ed staff to set up a tracking system to collect data on the nutrition education obesity prevention interventions at school site.	Administrator (Jessica)	Aug 2013– Sept. 2016	EARS/ATF

<b>SNAP-Ed Scope of Work August 1, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Responsible Party</b>	<b>Timeframe</b>	<b>Deliverables</b>
8. Work with SNAP-Ed staff to conduct evaluation.	Administrator (Jessica)	Aug 2013– Sept. 2016	Report on evaluation results
9. Assist SNAP-Ed staff with disseminating and collecting school wellness assessments at the end of every academic year from principals, food service, teachers and wellness committee representative.	Project Coordinator (Alicia)  Administrator (Jessica)	April: 2014 2015 2016	Annual school wellness assessment

**Objective 2:** School will increase the number of robust wellness policy provisions adopted by the school and/or district to improve eating and physical activity environments of the school.

<b>SNAP-Ed Scope of Work August 1, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
1. Communicate current school wellness policies to parents, students, teachers and other staff throughout the school year.	Administrators (Principals)  Family Advocate (Yolanda)	Aug 2013 – Sept. 2016	Summary of communication efforts
2. Staff will provide technical support to classroom teachers, child nutrition personnel, administrators on school wellness policy updates that support the nutrition education obesity prevention messages.	Administrator (Jessica)	Aug 2013 – Sept. 2016	Log of technical support
3. Convene and attend district wellness committee meetings which will meet at least three times per school year (at least one in the fall and at least two in the winter/spring) to establish school wellness plan for implementing, updating and/or measuring programs and policies.	Project Coordinator (Alicia)  Administrator (Jessica)  Chief Executive Officer	Aug 2013 – Sept. 2016	District Wellness Committee minutes
4. Involve parents, students, school board, school administrators, and school nutrition services in developing, identifying, and/or modifying school/district wellness policies that may include, but are not limited to, the following: <ul style="list-style-type: none"> <li>• <i>Healthy breakfast and lunches</i></li> <li>• <i>Harvest of the Month</i></li> <li>• <i>Cafeteria water stations</i></li> <li>• <i>Structured nutrition and physical activity classroom education</i></li> <li>• <i>Farm to school</i></li> <li>• <i>School Garden and Garden to Cafeteria</i></li> <li>• <i>School salad bars</i></li>   <li>• <i>Healthy food procurement (i.e. vending machines, fundraisers, events)</i></li> </ul>	Project Coordinator (Alicia)  Chief Executive Officer  Administrator (Jessica)  Family	Aug 2013 – Sept. 2016	Modified school wellness policies

<b>SNAP-Ed Scope of Work August 1, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
<ul style="list-style-type: none"> <li><i>Competitive food standards</i></li> </ul>	Advocate (Yolanda)		
5. Recommend adoption of new or updated school/district wellness policies to the School Board.	Chief Executive Officer	Aug 2015 – June 2016	Board minutes Adopted policy

**Objective 3:** School will integrate Harvest of the Month (HOTM) program into child nutrition services.

<b>SNAP-Ed Scope of Work August 1, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
1. Work with the Network for Healthy California to train school nutrition services staff on nutrition education, food safety, and Harvest of the Month.	Project Coordinator (Alicia)  Food Service Worker (To Be Hired)	Annually: Aug – Sept	Training sign-in sheet
2. Create breakfast and lunch meals and salad bars that incorporate, as much as possible, HOTM featured produce each month.	Project Coordinator (Alicia)	Aug 2013 – Sept. 2016	School breakfast, lunch and salad bar menus will reflect incorporation of HOTM produce
3. Display educational and promotional materials in the cafeteria to promote HOTM each month.	Food Service Worker (To Be Hired)	Aug 2013 – Sept. 2016	Summary of cafeteria promotional materials
4. Promote HOTM featured produce each month by providing teachers, parents, and students with educational materials (e.g. newsletters, menu slicks, posting on school website, etc.).	Project Coordinator (Alicia)  Food Service Worker (To Be Hired)	Aug 2013 – Sept. 2016	Summary of communication efforts
5. Coordinate with child nutrition services staff, teachers and/or in-class instructors at the beginning of each semester to determine the best days and times to pick up prepared HOTM produce for in-class nutrition education.	Project Coordinator (Alicia)  Food Service Worker (To Be Hired)	Aug 2013 – Sept. 2016	HOTM school schedule
6. Provide prepared HOTM produce for K-6 <sup>th</sup> grade classrooms each month.	Project	Aug 2013 –	HOTM school

<b>SNAP-Ed Scope of Work</b> <b>August 1, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
	Coordinator (Alicia)  Food Service Worker (To Be Hired)	Sept. 2016	schedule

**Objective 4:** All 2<sup>nd</sup>-5<sup>th</sup> grade teachers will provide students with 30 minutes of structured classroom-based nutrition and physical activity education curriculum twice a month, and all K, 1<sup>st</sup> and 6<sup>th</sup> grade teachers will provide students with 30 minutes of structured classroom-based Harvest of the Month education curriculum once a month.

<b>SNAP-Ed Scope of Work August 1, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
1. Collaborate with DHS, Network for a Healthy California, teachers and other partners to identify best-practice curriculum (e.g., Harvest of the Month, PowerPlay, Rethink Your Drink, Dairy Council) and develop a program for 2 <sup>nd</sup> - 5 <sup>th</sup> graders.	Teacher (Champion Teacher)  Administrators (Jessica)	Aug 2013 – Dec. 2013	Summary of collaboration effort
2. Coordinate the review of any newly proposed curriculum.	Administrators (Jessica)  Teacher Champions	Aug 2013 – Dec. 2013	Summary of curriculum review
3. Obtain posters, recipes, materials and food supplies to conduct nutrition education and tasting demonstrations for students, including one HOTM classroom tasting each month.  <i>(Note: All nutrition education materials, including curricula, must be approved by the Network prior to use and distribution. DHS staff will coordinate the approval process and will purchase educational materials, displays/models, and equipment for all contractors. DHS will also provide duplication and printing of materials, as needed.)</i>	Food Services Worker (To Be Hired)  Administrators (Jessica)	Aug 2013 – Sept 2016	Invoice records (on file) List of materials provided with dates
4. Train 2 <sup>nd</sup> -5 <sup>th</sup> grade teachers/in-class instructors to provide nutrition education to students, including Harvest of the Month.  Train K-1 <sup>st</sup> & 6 <sup>th</sup> grade teachers/in-class instructions to provide nutrition education to students on Harvest of the Month only.	Administrators (Jessica)  Teachers (Extra Hours)	Aug 2013 Aug 2014 Aug 2015 Aug 2016	Intern schedule
5. Provide nutrition education to students in grades 2 <sup>nd</sup> -5 <sup>th</sup> , including monthly HOTM tastings.  Provide only Harvest of the Month nutrition education to students in grades K-1 <sup>st</sup> & 6 <sup>th</sup>	Teachers	Sept 2013 – May 2016	HOTM produce order
6. Coordinate the distribution of a mid-year survey to teachers to assess nutrition education implementation.	Administrators (Jessica)	Dec 2013 Dec 2014 Dec 2015	Completed mid- year surveys
7. Partner with DHS to set-up teacher focus groups to assess implementation and plan for	Administrators	Apr-May	Focus group

<b>SNAP-Ed Scope of Work        August 1, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
teachers to conduct in-class education the following year.	(Jessica)	2014 Apr-May 2015 Apr-May 2016	schedule
8. Coordinate the distribution of the school wellness assessment to the teachers, who will comment on nutrition education and physical activity education.	Project Coordinator (Alicia)  Administrators (Jessica)	April 2014 April 2015 April 2016	School wellness assessment

**Objective 5:** School will institutionalize a parent education program to promote school/district wellness policies (*i.e. healthy school parties or events, healthy fundraisers, healthy snacks, etc.*).

<b>SNAP-Ed Scope of Work August 1, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
1. Inform and engage parents on classroom and afterschool nutrition education obesity prevention interventions and campaigns, and provide the results of the school wellness assessment (e.g., during school and afterschool events such as Back-to-School nights, Open House, health fairs, PTA meetings).	Administrators (Jessica & Principals)	Aug 2013 – Sept. 2016	Log of meetings and activities completed  ATF
2. Recruit parents to serve on school/district wellness committees.	Administrators (Jessica & Principals)  Family Advocate (Yolanda)	Aug 2013 – Sept. 2016	Summary of recruitment efforts
3. If applicable, provide space for community partners to conduct parent nutrition education workshops.	Family Advocate (Yolanda)	Aug 2013 – Sept. 2016	Schedule of parent forums
4. Provide educational materials to parents, based on selected parent forums topics or classroom education (e.g. Rethink Your Drink, Harvest of the Month, MyPlate, healthy cooking).	Project Coordinator (Alicia)  Administrator (Jessica)  Family Advocate (Yolanda)	Aug 2013 – Sept. 2016	Summary of communication efforts

**Objective 6:** School will implement trainings and strategies to increase nutrition education and access and consumption of healthy foods.

<b>SNAP-Ed Scope of Work August 1, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables</b>
<p>1. Coordinate with DHS and other partners to prepare nutrition education obesity prevention trainings at the school site. Training topics <u>must</u> include the following:</p> <p>a. Orientation to the <i>Network</i> program, the results of the school wellness assessment and how it relates to the school or district wellness policy, including information on new or updated policies or provisions.</p> <p>b. Utilizing <i>Harvest of the Month</i> and <i>Farmer of the Month</i> materials in the classroom, afterschool programs, parent education, and in the cafeteria (e.g. posters, displays, Farm to School/<i>Harvest of the Month</i> workbooks).</p> <p>c. Effective nutrition education resources and strategies including but not limited to: <i>Harvest of the Month</i>, <i>ReThink Your Drink</i>, <i>Children’s PowerPlay! Campaign</i>, <i>Dairy Council</i> materials, garden-based nutrition education, integrating physical activity, food safety, and how to conduct cooking lessons and food demonstrations. Trainings will include model teaching strategies, lessons, and best practices.</p> <p>Additional training topics <u>may</u> include:</p> <p>d. Information on promotion of evidence based physical activity programs and how they can be linked with nutrition education (e.g. Sports, Play, and Active Recreation for Kids (SPARK) and Coordinated Approach to Child Health (CATCH)).</p> <p>e. Creating a healthy school environment (e.g. healthy school parties or events, healthy school fundraisers, not using food for rewards, recess before lunch).</p>	<p>Administrator (Jessica)</p>	<p>Aug 2013 – Sept. 2016</p>	<p>Log of trainings conducted</p> <p>Training materials</p> <p>ATF</p>
<p>2. Collaborate and coordinate with DHS, school administration, teachers, school wellness</p>	<p>Chief</p>	<p>Aug 2013 –</p>	<p>Collaboration Log</p>

<b>SNAP-Ed Scope of Work August 1, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables</b>
<p>committee, parent organizations, after school administrators, child nutrition services, and community partners. Promote implementation of strategies to increase access and consumption of healthy foods which may include, but are not limited to, the following:</p> <p>a. Actively engage local farmers and growers to establish a Farm to School program and provide <i>Harvest of the Month</i> produce items in the school cafeterias.</p> <p>b. Develop a school gardening project that includes garden-base nutrition education.</p> <p>c. Provide information and training to school food service and schools on how to make use of garden grown produce in school cafeterias.</p> <p>d. Support implementation of salad bars at school sites.</p> <p>e. Support implementation of healthy food procurement policies in vending machines, fundraiser activities, school events.</p> <p>f. Encourage participation in Child and Adult Care Food Program (CACFP) snack and meal programs in afterschool programs.</p> <p>g. Promote implementation of healthy food and beverage standards for competitive foods at schools and afterschool sites.</p> <p>h. Encourage implementation of marketing strategies to increase healthier food selection and consumption.</p>	<p>Executive Office (Gail Ahlas)</p> <p>Project Coordinator (Alicia)</p> <p>Administrators (Jessica &amp; Principals)</p> <p>Food Services Worker (To Be Hired)</p> <p>Teachers (Champion Teachers)</p> <p>Family Advocate (Yolanda)</p> <p>Administrator (Jessica)</p> <p>Financial Analyst (Maria)</p>	<p>Sept. 2016</p>	<p>Copy of districts updated wellness policy (if applicable)</p> <p>Success story</p>

### Section 4. HEAL Continuation Grant Scope of Work

**HEAL Goals:** 1) Increase fruit and vegetable consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings. 4) Increase physical activity in institutional settings

**Strategy1:** Develop and implement worksite wellness policies and activities at schools.

HEAL Continuation Grant Scope of Work Effective Date – December 31, 2014				
Objective(s)	Activities	Person Responsible	Timeline	Deliverables and Outcomes
By 12/31/14, based on school environmental assessment and employee health risk assessment, worksite wellness policies for the school district will be developed and implemented ( <i>e.g., healthy meetings, healthy vending, physical activity program</i> )	1) Identify and develop worksite wellness policies, including, but not limited to the following: <ul style="list-style-type: none"> <li>• Access to and promotion of potable water for staff</li> <li>• Limiting the use of non-corporate or unhealthy branded items on school campuses</li> </ul>	Wellness Coordinator	Oct-Dec 2014	List of proposed worksite wellness policies
	2) Communicate worksite wellness efforts to teachers and staff and solicit feedback on proposed school policies.	Wellness Coordinator	Oct-Dec 2014	Summary of communication efforts
	3) Partner with local worksite wellness experts (i.e. St. Joseph Health System’s Workforce Health Initiative, Kaiser, Northern California Center for Well-Being, iWorkWell, etc.) to get technical assistance to develop and implement worksite wellness activities, as needed.	Wellness Coordinator & Assistant Wellness Coordinator	Oct-Dec 2014	Summary of worksite wellness activities implemented and proposed for school year
	4) Install sustainable water stations in the Roseland and Sheppard teachers lounges.	Assistant Wellness Coordinator	Oct-Dec 2014	Before and After Photos
	5) Promote the water stations through the distribution of hot/cold non-branded beverage tumblers and information on the benefits of water consumption.	Assistant Wellness Coordinator	Oct-Dec 2014	Summary of promotion efforts and/or sample of educational info

<b>HEAL Continuation Grant Scope of Work Effective Date – December 31, 2014</b>				
<b>Objective(s)</b>	<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
	6) Work with DHS to develop a plan that District can use to assess changes in water consumption among staff.	Assistant Wellness Coordinator	Oct–Dec 2014	Evaluation Plan
	7) Work with HEAL staff to conduct follow-up worksite wellness staff surveys and to submit an application for the iWorkWell Business Recognition Program.	Assistant Wellness Coordinator	Dec 2014	Worksite Wellness Surveys

**Exhibit B2. Budget and Budget Justification**  
**Section 1. HEAL Phase II Budget & Budget Justification**

<b>HEAL Phase II Budget</b> <b>March 21, 2011 – June 30, 2014</b>										
	<b>Hourly Rate</b>	<b>Hrs</b>	<b>Jan-Dec 2011</b>	<b>Hrs</b>	<b>Jan-Dec 2012</b>	<b>Hrs</b>	<b>Jan-Dec 2013</b>	<b>Hrs</b>	<b>Jan-June 2014</b>	<b>Total</b>
<b><i>PERSONNEL</i></b>										
Cafeteria Manager (School Wellness Coordinator)	\$25.49	420.4	\$10,510.82	565	\$14,124.87	575.9	\$14,679.81	102	\$4,269.12	\$43,584.62
<b>Personnel Subtotal</b>			<b>\$10,510.82</b>		<b>\$14,124.87</b>		<b>\$14,679.81</b>		<b>\$4,269.12</b>	<b>\$43,584.62</b>
<b>Fringe Benefits %</b>	18.00%		\$0.00		\$0.00		\$0		\$1,751.34	\$1,751.34
<b>TOTAL PERSONNEL</b>			<b>\$10,510.82</b>		<b>\$14,124.87</b>		<b>\$14,679.81</b>		<b>\$6,020.46</b>	<b>\$45,335.96</b>
<b><i>NON-PERSONNEL / OPERATING EXPENSES</i></b>										
Stipends - Teacher Training (Classroom Nutrition Education)			\$0.00		\$420.00		\$1,769.85		\$0	\$2,189.85
Stipends - Teacher Training (Classroom Energizers)			\$0.00		\$1,100.00		\$0		\$0	\$1,100.00
Stipends - Food Service Staff			\$0.00		\$0.00		\$0		\$0	\$0.00
Stipends – Champion Teachers			\$6,000.00		\$6,000.00		\$3,000.00		\$0	\$15,000.00
Travel			\$0.00		\$276.82		\$888.54		\$60.00	\$1,225.36
Equipment (Non-Negotiable. Do Not Change)			\$3,198.94		\$752.06		\$0		\$0	\$3,951.00
Office Supplies			\$0.00		\$40.75		\$17.08		\$0	\$57.83
Incentives			\$100.00		\$0.00		\$0		\$0	\$100.00
Fingerprinting			\$0.00		\$1,098.00		\$470.00		\$0	\$1,568.00
<b>TOTAL NON-PERSONNEL</b>			<b>\$9,298.94</b>		<b>\$9,687.63</b>		<b>\$6,145.47</b>		<b>\$60.00</b>	<b>\$25,192.04</b>

<b>HEAL Phase II Budget March 21, 2011 – June 30, 2014</b>										
	<b>Hourly Rate</b>	<b>Hrs</b>	<b>Jan-Dec 2011</b>	<b>Hrs</b>	<b>Jan-Dec 2012</b>	<b>Hrs</b>	<b>Jan-Dec 2013</b>	<b>Hrs</b>	<b>Jan-June 2014</b>	<b>Total</b>
<i><b>OTHER COSTS</b></i>										
			\$0.00		\$0.00		\$0.00		\$0	\$0.00
<b>TOTAL OTHER COSTS</b>			<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0</b>	<b>\$0.00</b>
<b>TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)</b>			<b>\$19,809.76</b>		<b>\$23,812.50</b>		<b>\$20,825.28</b>		<b>\$6,080.46</b>	<b>\$70,528.00</b>
<b>Indirect Costs %</b>	5.90%		\$0.00		\$0.00		\$0		\$0	\$70,528.00
<b>TOTAL BUDGET</b>			<b>\$19,809.76</b>		<b>\$23,812.50</b>		<b>\$20,825.28</b>		<b>\$6,080.46</b>	<b>\$70,528.00</b>

**Budget Not To Exceed \$70,528**

<b>HEAL In-Kind Budget March 21, 2011 – June 30, 2014</b>										
	<b>Hourly Rate</b>	<b>Hrs</b>	<b>Jan-Dec 2011</b>	<b>Hrs</b>	<b>Jan-Dec 2012</b>	<b>Hrs</b>	<b>Jan-Dec 2013</b>	<b>Hrs</b>	<b>Jan-June 2014</b>	<b>Total</b>
<b><i>PERSONNEL</i></b>										
Superintendent, Principals, Assistant Principals, Business Manager, School Nurse, Student Services Coordinator, Project Lead, and Family Coordinator			\$148,000.00		\$148,000.00		\$148,000.00		\$74,000.00	\$518,000
<b>Personnel Subtotal</b>			<b>\$148,000.00</b>		<b>\$148,000.00</b>		<b>\$148,000.00</b>		<b>\$74,000.00</b>	<b>\$518,000.00</b>
<b>Fringe Benefits %</b>	18.00%		\$0.00		\$0.00		\$26,640.00		\$13,320.00	\$39,960
<b>TOTAL PERSONNEL</b>			<b>\$148,000.00</b>		<b>\$148,000.00</b>		<b>\$174,640.00</b>		<b>\$87,320.00</b>	<b>\$557,960.00</b>
<b><i>NON-PERSONNEL / OPERATING EXPENSES</i></b>										
			\$0.00		\$0.00		\$0.00		\$0.00	\$0
<b>TOTAL NON-PERSONNEL</b>			<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0</b>
<b><i>OTHER COSTS</i></b>										
			\$0.00		\$0.00		\$0.00		\$0.00	\$0
<b>TOTAL OTHER COSTS</b>			<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0</b>
<b>TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)</b>			<b>\$148,000.00</b>		<b>\$148,000.00</b>		<b>\$174,640.00</b>		<b>\$87,320.00</b>	<b>\$557,960</b>
<b>Indirect Costs %</b>	5.90%		\$0.00		\$0.00		\$10,303.76		\$5,151.88	\$15,456
<b>TOTAL BUDGET</b>			<b>\$148,000.00</b>		<b>\$148,000.00</b>		<b>\$184,943.76</b>		<b>\$92,471.88</b>	<b>\$573,416</b>

<b>HEAL Phase II Budget Justification March 21, 2011 – June 30, 2014</b>
<p><b>PERSONNEL</b></p> <p><b>School Wellness Coordinator (Cafeteria Manager)</b> 0.25 FTE (Jan 2011-Sept 2013); 0.10 FTE (Oct 2013-June 2014) Responsible for coordinating implementation of the HEAL scope of work, including food services efforts related to healthier school meals, convening school/district wellness committee, reporting on deliverables outcomes.</p>
<p><b>NON-PERSONNEL / OPERATING EXPENSES</b></p> <p><b>Stipends – Teachers (Nutrition Education Training)</b> To cover the cost of teacher’s time to participate in 90-minute nutrition education training to lead two 20-30 minute nutrition education sessions each month (September –May), inclusive of a monthly Harvest of the Month education and tasting session.</p> <ul style="list-style-type: none"> <li>• 2011: \$0</li> <li>• 2012: 21 teachers x 30-minutes x \$40/hour = \$420</li> <li>• 2013: 45 teachers x 90-minutes x \$40/hour = \$1,769.85</li> <li>• 2014: \$0</li> </ul>
<p><b>Stipends – Teachers (Classroom Energizer Training)</b> To cover the cost of teacher’s time to participate in 60-minute classroom energizer training to promote 10-minutes of physical activity in the classroom per day.</p> <ul style="list-style-type: none"> <li>• 2011: \$0</li> <li>• 2012: 55 teachers x 30-minutes x \$40/hour = \$1,100</li> <li>• 2013: \$0</li> <li>• 2014: \$0</li> </ul>
<p><b>Stipends – Teachers (Champion Teachers)</b> For one teacher at Roseland Elementary and one at Sheppard Elementary to conduct teacher champion activities that help gain buy-in from teachers in order to support, improve and sustain HEAL program efforts. School Wellness Coordinator funds were reallocated to this line item.</p> <ul style="list-style-type: none"> <li>• 2011: 2 teachers x \$3,000 per school year = \$6,000</li> <li>• 2012: 2 teachers x \$3,000 per school year = \$6,000</li> <li>• 2013: 2 teachers x \$1,500 for Jan-May &amp; Aug-Dec = \$3,000</li> <li>• 2014: 2 teachers x \$750 Jan-May = \$1,500</li> </ul>
<p><b>Travel</b> Mileage for HEAL related meetings, reimbursed at 25% (Jan 2011-Sept 2013) and 10% (July 2013-June 2014) of school wellness coordinator’s monthly car allowance.</p> <p>Also for travel expenses (e.g., accommodations, meals, transportation, mileage) associated with on staff person attending the annual Northern California HEAL convening.</p>
<p><b>Equipment</b> For playground equipment and/or playground game stencils.</p>
<p><b>Office Supplies - Supplies</b> (such as pens, pencils, postage, notepads, paper, binders, flip charts, etc) for Active Recess project activities.</p>
<p><b>Incentives</b></p>

<b>HEAL Phase II Budget Justification March 21, 2011 – June 30, 2014</b>
Used to encourage parents to participate in parent forums provided by community partners, which focus on nutrition education and promotion of physical activity.
<b>Fingerprinting</b> Fingerprinting costs for nutrition education and active recess interns to be able to provide direct education to students on campus. <ul style="list-style-type: none"><li>• 2011: \$0</li><li>• 2012: 24 interns x \$45.75 fingerprinting fee per intern = \$1,098</li><li>• 2013: 10 interns x \$47 fingerprinting fee per intern = \$470</li><li>• 2014: \$0</li></ul>
<b>Indirect Costs</b> The indirect cost rate of 5.90% of total direct costs for 2014 is based on the California Department of Education (CDE) School Fiscal Services Division Approved IRC rate for 2013-2014.

## Section 2. CTG Budget & Budget Justification

<b>CTG Budget March 2013 – September 30, 2014</b>			
	<b>Hourly Rate</b>	<b>Hrs</b>	<b>Budget</b>
<b><i>PERSONNEL</i></b>			
Champion Teacher (TBD)	\$45	40	\$2,044
Active Recess Coaches (TBD)	\$12	350	\$5,400
<b>Personnel Subtotal</b>			<b>\$7,444</b>
Fringe Benefits @	11.1%		\$825
<b>TOTAL PERSONNEL</b>			<b>\$8,269</b>
<b><i>NON-PERSONNEL / OPERATING EXPENSES</i></b>			
Travel			
Office Supplies			\$63
Printing/Duplication			
Teacher/Staff Stipends			
Materials and Supplies			\$1,655
Postage			
<b>TOTAL NON-PERSONNEL</b>			<b>\$1,728</b>
<b><i>OTHER COSTS</i></b>			
<b>TOTAL OTHER COSTS</b>			<b>\$0</b>
<b>TOTAL DIRECT COSTS (<i>Personnel + Non-Personnel + Other Costs</i>)</b>			<b>\$9,987</b>
Indirect Costs @	5.9%		\$590
<b>TOTAL BUDGET</b>			<b>\$10,577</b>

**Budget Not To Exceed \$10,577**

<p><b>CTG Budget Justification</b> <b>March 2013 – September 30, 2014</b></p>
<p><b><i>PERSONNEL</i></b></p>
<p><b>Active Recess Coordinator</b> – Coordinates planning, implementation, training and evaluation of a sustainable Active Recess program that will continue beyond the life of the grant.</p> <p><b>Active Recess Coaches</b> – Encourages students to engage in physical activity during a majority of recess time through age appropriate games and other organized activities.</p>
<p><b><i>NON-PERSONNEL / OPERATING EXPENSES</i></b></p>
<p><b>Travel</b></p>
<p><b>Office Supplies</b> - Supplies (such as pens, pencils, postage, notepads, paper, binders, flip charts, etc) for Active Recess project activities.</p>
<p><b>Printing/Duplication</b></p>
<p><b>Teachers/Staff Stipends</b></p>
<p><b>Materials &amp;Supplies</b> - Materials and supplies to be used to encourage and sustain active play.</p>
<p><b>Postage</b></p>
<p><b><i>OTHER COSTS</i></b></p>
<p><b>Indirect Costs</b> - The indirect cost rate of 5.90% of total direct costs is based on the California Department of Education (CDE) School Fiscal Services Division Approved IRC rate for 2013-2014.</p>

**Section 3. SNAP-Ed Budget & Budget Justification**

<b>SNAP-Ed Budget August 1, 2013 – September 30, 2016</b>										
<b>Budget</b>	<b>Hourly Rate</b>	<b>Hrs</b>	<b>Aug - Sept 2013</b>	<b>Hrs</b>	<b>Oct 2013 - Sept 2014</b>	<b>Hrs</b>	<b>Oct 2014- Sept 2015</b>	<b>Hrs</b>	<b>Oct 2015- Sept 2016</b>	<b>Total</b>
<b>PERSONNEL</b>										
Alicia Vega, Project Coordinator (Cafeteria and Wellness Manager), 0.15 FTE (FFY 2013, 2015 & 2016), .0957 FTE (FFY 2014)	\$25.49	51	\$1,300	179	\$4,563	280.5	\$7,150	280.5	\$7,150	\$20,163
Jessica Peterson, Administrator (Teacher on Special Assignment), 0.3 FTE (FFY 2013, 2015 & 2016), 0.2559 FTE (FFY 2014)	\$45.00	96	\$4,320	478.5	\$21,533	385	\$17,325	385	\$17,325	\$60,503
Stacey Mendenhall, Teacher (Champion Teacher), 0.058 FTE (FFY 2013), 0.0174 FTE (FFY 2014), 0.039 FTE (FFY 2015 & 2016)	\$40.00	0	\$0	32.5	\$1,300	50	\$2,000	50	\$2,000	\$5,300
Karen Anderson, Teacher (Champion Teacher), 0.058 FTE (FFY 2013), 0.0184 FTE (FFY 2014), 0.039 FTE (FFY 2015 & 2016)	\$40.00	0	\$0	34.5	\$1,380	50	\$2,000	50	\$2,000	\$5,380
Lynn Perry, Teacher (Champion Teacher), 0.0128 FTE (FFY 2014)	\$40.00			24	\$960					\$960
Tricia, Food Services Worker (Assistant Cafeteria Manager), 0.8 FTE (FFY 2013 & 2015), 0.5540 FTE (FFY 2014), 0.5 FTE (FFY 2016)	\$18.00	272	\$4,896	1036	\$18,648	1496	\$26,928	935	\$16,830	\$67,302
Teachers, Extra Hours	\$40.00	24	\$960	48	\$6,260	48	\$1,920	48	\$1,920	\$11,060
<b>Personnel Subtotal</b>			<b>\$11,476</b>		<b>\$54,644</b>		<b>\$57,323</b>		<b>\$47,225</b>	<b>\$170,668</b>
Alicia Vega, Project Coordinator (Cafeteria and Wellness Manager)					\$3,171					
Jessica Peterson, Administrator (Teacher on Special Assignment)					\$2,446					
Stacey Mendenhall, Teacher (Champion Teacher)					\$148					
Karen Anderson, Teacher (Champion Teacher)					\$157					

Lynn Perry, Teacher (Champion Teacher),										\$109									
Tricia, Food Services Worker (Assistant Cafeteria Manager)										\$8,300									
Teachers, Extra Hours										\$712									
<b>Fringe Benefits %</b> (No more than 25% of Personnel)	<b>18.00%</b>									\$2,066	\$15,043	\$10,318	\$8,500	\$35,927					
<b>TOTAL PERSONNEL</b>										<b>\$13,542</b>	<b>\$69,687</b>	<b>\$67,641</b>	<b>\$55,725</b>	<b>\$206,595</b>					
<b>NON-PERSONNEL / OPERATING EXPENSES</b>																			
Rent										\$0	\$0	\$0	\$0	\$0					
Computer										\$0	\$0	\$0	\$0	\$0					
Copier										\$0	\$0	\$0	\$0	\$0					
Postage										\$0	\$0	\$0	\$0	\$0					
Office Supplies										\$200	\$1,125	\$1,200	\$1,200	\$3,725					
Travel – Annual Network Conference in Sacramento										\$0	\$283.24	\$0	\$328	\$612					
Travel - Network Trainings in Sacramento										\$135	\$0	\$269	\$269	\$673					
Travel – Mileage	0.565	28.9								\$16	72.8	\$40.76	173.5	\$98	173.5	\$98	\$98	\$253	
<b>TOTAL NON-PERSONNEL</b>										<b>\$351</b>	<b>\$1,449</b>	<b>\$1,567</b>	<b>\$1,895</b>	<b>\$5,262</b>					
<b>OTHER COSTS</b>																			
Printing/Duplication										\$0	\$0	\$0	\$0	\$0					
Education Materials										\$0	\$0	\$0	\$0	\$0					
Equipment										\$0	\$0	\$0	\$0	\$0					
Supplies - Harvest of the Month Produce Box										\$0	\$7,395	\$8,775	\$8,775	\$24,945					
Supplies - Harvest of the Month Supplies										\$0	\$1,105	\$1,105	\$1,105	\$3,315					
<b>TOTAL OTHER COSTS</b>										<b>\$0</b>	<b>\$8,500</b>	<b>\$9,880</b>	<b>\$9,880</b>	<b>\$28,260</b>					
<b>SUBCONTRACTORS</b>																			
Physical Activity Leaders										\$0	\$2,040	\$0	\$0	\$2,040					
Physical Activity Trainers										\$0	\$100	\$0	\$0	\$100					
<b>TOTAL SUBCONTRACTORS</b>										<b>\$0</b>	<b>\$2,140</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,140</b>					
<b>TOTAL DIRECT COSTS</b>										<b>\$13,893</b>	<b>\$81,776</b>	<b>\$79,088</b>	<b>\$67,501</b>	<b>\$242,258</b>					
<b>Indirect Costs %</b>	<b>5.90%</b>									\$820	\$4,825	\$4,666	\$3,983	\$14,293					
<b>TOTAL BUDGET</b>										<b>\$14,713</b>	<b>\$86,601</b>	<b>\$83,754</b>	<b>\$71,483</b>	<b>\$256,551</b>					

**Budget Not To Exceed \$256,551**

**SNAP-Ed Grant Budget Revisions and Line Item Adjustments:**

*Subject to prior written notice under Paragraph 12, the Department of Health Services Division Director, or designee, may approve Line Item Budget Adjustment Requests and Budget Revision Request to “Exhibit B2” so long as the total contract maximum set forth in Section 2 (Payment) neither increases nor decreases and there is no significant change in the Scope of Work. Proposed transfers between budget sections or between line items require an approved Budget Revision Request if the total of the proposed changes are greater than 10% of the total contract amount for each budget year. Proposed budget transfers that total less than 10% of the total contract amount each budget year require an approved Line Item Budget Adjustment Request.*

*Said Line Item Budget Adjustment Requests and Budget Revision Requests shall not require a formal amendment to this Agreement and shall be effected by preparation of a new exhibit which is signed and dated by the Department of Health Services Division Director, or designee.*

**SNAP-Ed In-Kind Budget**  
**August 1, 2013 – September 30, 2016**

	<b>Hourly Rate</b>	<b>Hrs</b>	<b>Aug -Sept 2013</b>	<b>Hrs</b>	<b>Oct 2013 - Sept 2014</b>	<b>Hrs</b>	<b>Oct 2014- Sept 2015</b>	<b>Hrs</b>	<b>Oct 2015- Sept 2016</b>	<b>Total</b>
<b>PERSONNEL</b>										
Gail Ahlas, Chief Executive Officer (Superintendent), 0.034 FTE	\$96.00	60	\$5,760	70	\$6,720	70	\$6,720	70	\$6,720	\$25,920
Alicia Vega, Project Coordinator (Cafeteria and Wellness Manager), 0.04 FTE	\$25.49	50	\$1,275	75	\$1,912	75	\$1,912	75	\$1,912	\$7,010
Jenny Young, Administrator (Principal), 0.012 FTE	\$72.00	10	\$720	20	\$1,440	20	\$1,440	20	\$1,440	\$5,040
Dana Pedersen, Administrator (Principal), 0.012 FTE	\$72.00	10	\$720	20	\$1,440	20	\$1,440	20	\$1,440	\$5,040
William Nilsen, Administrator (Principal), 0.012 FTE	\$65.00	10	\$650	20	\$1,300	20	\$1,300	20	\$1,300	\$4,550
Michelle Liesen, Administrator (Assistant Principal), 0.17 FTE	\$51.69	50	\$2,585	280	\$14,473	280	\$14,473	280	\$14,473	\$46,004
Marie Riebli, Finance Analyst (District Projects Manager), 0.01 FTE	\$27.00	20	\$540	20	\$540	20	\$540	20	\$540	\$2,160
Yolanda Nunez, Family Advocate (Family Coordinator), 0.016 FTE	\$18.00	10	\$180	20	\$360	20	\$360	20	\$360	\$1,260
Teachers (K 1 & 6), 0.007 FTE	\$40.00	0	\$0	270	\$10,800	270	\$10,800	270	\$10,800	\$32,400
Teachers (2-5), 0.014 FTE	\$40.00	70	\$2,800	630	\$25,200	630	\$25,200	630	\$25,200	\$78,400
<b>Personnel Subtotal</b>			<b>\$15,229</b>		<b>\$64,185</b>		<b>\$64,185</b>			<b>\$207,784</b>
<b>Fringe Benefits %</b>	18.00%		\$2,741		\$11,553		\$11,553	<del>\$64,185</del>	\$11,553	\$37,401
<b>PERSONNEL TOTAL</b>			<b>\$17,970</b>		<b>\$75,738</b>		<b>\$75,738</b>		<b>\$75,738</b>	<b>\$245,185</b>

**SNAP-Ed In-Kind Budget**  
**August 1, 2013 – September 30, 2016**

<b>NON-PERSONNEL/OPERATING EXPENSES</b>										
Printing/Duplication			\$40		\$100		\$100		\$100	\$340
<b>TOTAL NON-PERSONNEL</b>			<b>\$40</b>		<b>\$100</b>		<b>\$100</b>		<b>\$100</b>	<b>\$340</b>
<i>OTHER COSTS</i>										
			\$0		\$0		\$0		\$0	\$0
<b>TOTAL OTHER COSTS</b>			<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>	<b>\$0</b>
<b>TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)</b>			<b>\$18,010</b>		<b>\$75,838</b>		<b>\$75,838</b>		<b>\$75,838</b>	<b>\$245,525</b>
<b>Indirect Costs %</b>	<b>5.9%</b>		\$1,063		\$4,474		\$4,474		\$4,474	\$14,486
<b>TOTAL IN-KIND</b>			<b>\$19,073</b>		<b>\$80,313</b>		<b>\$80,313</b>		<b>\$80,313</b>	<b>\$260,011</b>

**SNAP-Ed Budget Justification**  
**August 1, 2013 – September 30, 2016**

**PERSONEL**

**Employee Name:** Alicia Vega

**Position Title (USDA):** Project Coordinator

**Official Title (School):** Cafeteria and Wellness Manager

**FTE:** 0.15 FTE (FFY 2013, 2015 & 2016), .0957 FTE (FFY 2014) (0.4 FTE In-Kind)

**Position Description (USDA):** Coordinate program staff and nutritionist education activities; plan and follow through on outreach and educational events at health fairs, schools, and other promotional activities; work with school staff in planning and promoting good health through dissemination of nutrition education materials; actively acquire and develop culturally and linguistically competent nutrition curriculum and educational materials; to promote existing and/or to develop new physical activity promotional components of nutrition education; and expand existing community outreach program to encompass nutritional components to increase community awareness and knowledge of good nutrition and healthy active lifestyles some cases, supervises staff that carry out activities.

**Employee Name:** Jessica Peterson

**Position Title (USDA):** Administrator

**Official Title (School):** Teacher On Special Assignment

**FTE:** 0.3 FTE (FFY 2013, 2015 & 2016), 0.2559 FTE (FFY 2014)

**Position Description (USDA):** Administer the nutrition education contract and budget, supervising nutrition education staff, attend nutrition education and scope of work related meetings, and assist with program planning. Coordinate contract reporting requirements.

**Employee Name:** Stacey Mendenhall

**Position Title (USDA):** Teacher

**Official Title (School):** Champion Teacher

**FTE:** 0.058 FTE (FFY 2013), 0.0174 FTE (FFY 2014), 0.039 FTE (FFY 2015 & 2016)

**Position Description (USDA):** Coordinates, facilitates, modifies, develops, and demonstrates lessons on nutrition and promotes physical activity for students. Supports nutrition education program goals through promotion; local, regional, and statewide collaboration; and close coordination with the Registered Dietitian to train staff. Also acts assists liaison with teaching staff regarding grant goals, assisting with evaluation, scheduling, meetings, and trainings.

**Employee Name:** Karen Anderson

**Position Title (USDA):** Teacher

**Official Title (School):** Champion Teacher

**FTE:** 0.058 FTE (FFY 2013), 0.0184 FTE (FFY 2014), 0.039 FTE (FFY 2015 & 2016)

**Position Description (USDA):** Coordinates, facilitates, modifies, develops, and demonstrates lessons on nutrition and promotes physical activity for students. Supports nutrition education program goals through promotion; local, regional, and statewide collaboration; and close coordination with the Registered Dietitian to train staff. Also acts assists liaison with teaching staff regarding grant goals, assisting with evaluation, scheduling, meetings, and trainings.

**Employee Name:** Lynn Perry

**Position Title (USDA):** Teacher

**Official Title (School):** Champion Teacher

**FTE:** 0.0128 FTE (FFY 2014)

**Position Description (USDA):** Coordinates, facilitates, modifies, develops, and demonstrates lessons on nutrition and promotes physical activity for students. Supports nutrition education program goals through promotion; local, regional, and statewide collaboration; and close coordination with the Registered Dietitian to train staff. Also acts assists liaison with teaching staff regarding grant goals, assisting with evaluation, scheduling, meetings, and trainings.

**Employee Name:** Tricia

**Position Title (USDA):** Food Services Worker

**Official Title (School):** Assistant Cafeteria Manager

**FTE:** 0.8 FTE (FFY 2013 & 2015), 0.5540 FTE (FFY 2014), 0.5 FTE (FFY 2016)

**Position Description (USDA):** Assists with planning and preparing healthy food taste tests in the school setting in conjunction with classroom based nutrition education intervention. Works with teachers to increase student, teacher and parent knowledge of the importance of consuming more servings of fruits and vegetables and being active daily. Compiles documentation on taste testing activities and all reporting required for nutrition grants. In some cases, supervises staff that carry out activities. Assists the Project Coordinator with nutrition education program planning and development. Under the direction of Project Coordinator, works directly with individuals and small groups providing curriculum based, prevention-oriented general nutrition education and physical activity targeted to SNAP-Ed eligibles.

**Position Titles (USDA):** Teachers

**Official Title (School):** Teachers

**FTE:** Extra Hours, 0.03712 FTE

Cost for K-6<sup>th</sup> grade teachers to attend annual training on integrating nutrition and physical activity education into the classroom. Funds will only be used if teachers receive SNAP-Ed approved classroom nutrition education training and are the training takes place outside their regular work hours.

- FFY 2013: (16 at Roseland Creek) x \$40 / hour x 1.5 hours / training x 1 training = \$960
- FFY 2014: (14 teachers x .75 hour training x \$40/hour = \$420) + Fall Nutrition Education/Physical Education trainings (73 teachers x 2 hours training x \$40/hour = \$5840) = \$6260
- FFY 2015: (8 at Roseland Creek + 12 at Sheppard + 12 at Roseland) x \$40 / hour x 1.5 hours / training x 1 training = \$1,920
- FFY 2016: (8 at Roseland Creek + 12 at Sheppard + 12 at Roseland) x \$40 / hour x 1.5 hours / training x 1 training = \$1,920

**Fringe Benefits**

The average fringe benefit percentage used for calculating the fringe benefit line is 27.5% of salaries. Fringe Benefits include statutory benefits (i.e., Medicare, Social Security, Federal Unemployment Tax and Workers Compensation) and voluntary benefits (i.e., Employee Medical and Dental Insurance, Dependent Medical and Dental Insurance, and Disability Insurance)

***NON-PERSONNEL / OPERATING EXPENSES***

**Rent: : \$0**

**Computer: : \$0**

**Copier: : \$0**

**Postage: \$0**

<p><b>Office Supplies</b> For supplies such as pens, pencils, postage, notepads, paper as needed for nutrition education and promotion activities (\$100/month x 12 months).</p> <ul style="list-style-type: none"> <li>• FFY 2013: \$100/month x 2 months = \$200</li> <li>• FFY 2014: \$112.5/month x 10 months = \$1,125</li> <li>• FFY 2015 \$100 /month x 12 months = \$1,200</li> <li>• FFY 2016 \$100 /month x 12 months = \$1,200</li> </ul>
<p><b>TRAVEL</b></p>
<p><b>Travel – Annual Network Conference in Sacramento</b> For one staff to attend the Annual Network Conference in Sacramento up to two (2) days. Mileage reimbursement rate is set at \$0.555/mile.</p> <ul style="list-style-type: none"> <li>• FFY 2013: \$0 (<i>No conference</i>)</li> <li>• FFY 2014: (<i>per diem x 2 days x 1 staff = \$45.26</i>) + (<i>\$95/night x 1 night accommodations x 1 staff + \$14.34tax=\$109.34</i>) + (<i>194 miles RT x \$0.56 x 1 car = \$108.64</i>) + (<i>\$20/ day parking for one car</i>) = \$283.24</li> <li>• FFY 2015: \$0 (<i>No conference</i>)</li> <li>• FFY 2016: (<i>\$40 / day meal per diem x 1 staff</i>) + (<i>\$84/night x 1 night accommodations x 1 staff + \$12 tax</i>) + (<i>206 miles RT x \$0.565 x 1 car</i>) + (<i>\$18 / day parking for one car x 2 days</i>) = \$328</li> </ul>
<p><b>Travel –Network Trainings in Sacramento</b> For one staff to attend Network-Sponsored Skills Trainings in Sacramento, such as facilitation, sustainability, and program delivery trainings. Mileage reimbursement rate is set at \$0.565/mile.</p> <ul style="list-style-type: none"> <li>• FFY 2013: (<i>206 miles round trip x 1 meetings x \$0.565 cents</i>) + <i>\$18 parking for one car = \$135</i></li> <li>• FFY 2014: \$0</li> <li>• FFY 2015: (<i>206 miles round trip x 2 meetings x \$0.565</i>) + (<i>\$18 daily fee for one car x 2 days</i>) = \$269</li> <li>• FFY 2016: (<i>206 miles round trip x 2 meetings x \$0.565</i>) + (<i>\$18 daily fee for one car x 2 days</i>) = \$269</li> </ul>
<p><b>Travel – Mileage</b> Mileage for travel for staff to attend team meetings, local trainings, meeting with stakeholders, community forums, conduct site visits &amp; TBD. Mileage reimbursement rate is set at \$0.565/mile.</p> <ul style="list-style-type: none"> <li>• FFY 2013: <i>14.45 miles / month x 0.565 cents/mile x 2 months = \$16</i></li> <li>• FFY 2014: <i>7.279miles / month x 0.565 cents/mile x 10 months = \$40.76</i></li> <li>• FFY 2015: <i>14.45 miles / month x 0.565 cents/mile x 12 months = \$98</i></li> <li>• FFY 2016: <i>14.45 miles / month x 0.565 cents/mile x 12 months = \$98</i></li> </ul>
<p><b>OTHER COSTS</b></p>
<p><b>Printing/Duplication \$0</b></p>
<p><b>Educational Materials \$0</b></p>
<p><b>Equipment \$0</b></p>
<p><b>Supplies – Harvest of the Month (HOTM) Produce Box</b> Purchase of HOTM produce boxes (with HOTM and farmer curriculum) for classroom taste-testing supplies for grades K-6 (# classrooms x 9 months x \$15 per classroom)</p> <ul style="list-style-type: none"> <li>• FFY 2013: \$0 (<i>No HOTM lessons in Aug-Sept 2013</i>)</li> </ul>

<ul style="list-style-type: none"> <li>• FFY 2014: <b>December-May</b> = (20 Roseland Creek + 24 Sheppard + 26 Roseland) x 15 months (Oct 2013-May 2014 &amp; Sept 2014) x \$15 /classroom = \$6,300;</li> <li>• <b>September</b> = (22 Roseland Creek + 25 Sheppard + 26 Roseland) x \$15/classroom x 1 month = \$1,095</li> <li>• FFY 2015: (16 Roseland Creek + 24 Sheppard + 25 Roseland) x 9 months (Oct 2013-May 2014 &amp; Sept 2015) x \$15 /classroom = \$8,775</li> <li>• FFY 2016: (16 Roseland Creek + 24 Sheppard + 25 Roseland) x 9 months (Oct 2013-May 2014 &amp; Sept 2016) x \$15 /classroom = \$8,775</li> </ul>
<p><b>Supplies – Harvest of the Month</b>                  Monthly HOTM classroom taste-testing supplies for each K-6 classroom (e.g., cutting boards, serrated knives, gloves, hand sanitizer, etc.)</p> <ul style="list-style-type: none"> <li>• FFY 2013: \$0 (No HOTM lessons in Aug-Sept 2013)</li> <li>• FFY 2014: (16 Roseland Creek + 24 Sheppard + 25 Roseland) x \$17/classroom = \$1,105</li> <li>• FFY 2015: (16 Roseland Creek + 24 Sheppard + 25 Roseland) x \$17/classroom = \$1,105</li> <li>• FFY 2016: (16 Roseland Creek + 24 Sheppard + 25 Roseland) x \$17/classroom = \$1,105</li> </ul>
<p><b>SUBCONTRACTORS</b></p>
<p><b>Physical Activity Leaders</b>                  Leads a CATCH physical activity for each classroom once a week in September.                  73 classes x .5hour/class x 4 weeks = 146 hours x \$12/hour = \$1752 + training (2 hours x \$12/hour x 12 Promotoras = 288) = \$2040</p> <p>Funds for this line item are contingent upon approval of implementation and sustainability plan by SNAP-Ed Contract Manager. Funds for this line item should not be spent unless approval is obtained.</p>
<p><b>Physical Activity Trainer</b>                  Trains Promotoras and teachers on leading CATCH activities.                  2 hours x \$50/hour = \$100</p> <p>Funds for this line item are contingent upon approval of implementation and sustainability plan by SNAP-Ed Contract Manager. Funds for this line item should not be spent unless approval is obtained.</p>
<p><b>INDIRECT COSTS</b></p>
<p><b>Indirect Costs</b></p> <p>5.90% of total direct costs. The calculation is based on the California Department of Education (CDE) School Fiscal Services Division Approved IRC rate for 2013-2014.</p>

**Section 4. HEAL Continuation Grant Budget & Budget Justification**

<b>HEAL Continuation Funding Budget October 1, 2014 – December 31, 2014</b>				
	<b>Hourly Rate</b>	<b>Hrs</b>	<b>Budget</b>	<b>In-Kind Budget</b>
<b><i>PERSONNEL</i></b>				
Jessica Peterson (Wellness Coordinator)	40	25	\$ 1,000.00	
Tricia Goldberg (Asst. Wellness Coordinator)	19.17	40	\$ 767.00	
<b>Personnel Subtotal</b>			\$ 1,767.00	\$ -
Fringe Benefits @	18.0%		\$ 318.00	\$ -
<b>TOTAL PERSONNEL</b>			\$ 2,085.00	\$ -
<b><i>NON-PERSONNEL / OPERATING EXPENSES</i></b>				
Office Supplies			\$ 100.00	
Printing/Duplication			\$ 200.00	
Materials and Supplies			\$ 700.00	
<b>TOTAL NON-PERSONNEL</b>			\$ 1,000.00	\$ -
<b><i>OTHER COSTS</i></b>				
Promotion Items & Incentives			\$ 1,636.00	\$ -
<b>TOTAL OTHER COSTS</b>			\$ 1,636.00	\$ -
<b>TOTAL DIRECT COSTS (<i>Personnel + Non- Personnel + Other Costs</i>)</b>			\$ 4,721.00	\$ -
<b>Indirect Costs @</b>	<b>5.90%</b>		<b>\$279.00</b>	<b>\$ -</b>
<b>TOTAL BUDGET</b>			<b>\$ 5,000.00</b>	

**Budget Not To Exceed \$5,000**

Contractor shall submit its bills in arrears on a monthly basis in a form approved by County’s Auditor and the Head of the County Department receiving the services.

The bills shall show or include: (i) the task(s) performed; 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 noted in the budget and budget justification shall not be reimbursed.

<b>HEAL Continuation Grant Budget Justification October 1, 2014 – December 31, 2014</b>
<b><i>PERSONNEL</i></b>
<p>1. Jessica Peterson (Wellness Coordinator) Responsible for implementing worksite wellness activities and reporting on deliverables/outcomes. Will coordinate worksite wellness policy efforts and communication with principals and staff.</p> <p>2. Tricia Goldberg (Asst. Wellness Coordinator) Assist Wellness Coordinator in implementing worksite wellness activities, including set up of water stations.</p>
<b><i>NON-PERSONNEL / OPERATING EXPENSES</i></b>
<b>Office Supplies</b> - Supplies (such as pens, pencils, postage, notepads, paper, binders, flip charts, etc) for HEAL worksite wellness activities.
<b>Printing/Duplication</b> - For printing of wellness policies, communication of policies, and promotional fliers that promote worksite wellness activities.
<b>Materials &amp;Supplies</b> - For sustainable water station materials for two staff lounge: one at Roseland Elementary and one at Sheppard Elementary
<b><i>OTHER COSTS</i></b>
<b>Promotional Items &amp; Incentives</b> - Non-branded hot and cold beverage tumblers for each staff person at Roseland and Sheppard Elementary. Items will 1) be used to promote water consumption in conjunction with the installation of new water stations in each staff lounge and 2) will align with the proposed wellness policy language regarding use of non-branded items on school campuses.
<b>Indirect Costs</b> - The indirect cost rate of 5.90% of total direct costs is based on the California Department of Education (CDE) School Fiscal Services Division Approved IRC rate for 2014.

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## **Exhibit C. Insurance Requirements**

**(Template 3 – Rev 2014 Aug 5)**

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

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

### 1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.
- e. If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

### 2. General Liability Insurance

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

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

### 3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

### 4. Standards for Insurance Companies

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

### 5. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
- b. The name and **address** for Additional Insured endorsements and Certificates of Insurance is:

**County of Sonoma (DHS)  
Contract & Board Item Development Unit  
3313 Chanate Road  
Santa Rosa CA 95404**

- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

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

7. Material Breach

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

**MODIFICATION NUMBER SIX**  
**OF AGREEMENT FOR SERVICES BETWEEN**  
**COUNTY OF SONOMA AND**  
**SANTA ROSA MEMORIAL HOSPITAL**

On March 21, 2011, the County of Sonoma, a political subdivision of the State of California, (hereinafter referred to as "County") and Santa Rosa Memorial Hospital, a California tax-exempt, non-profit corporation, (hereinafter referred to as "Contractor") entered into a service agreement, modified by the parties effective February 28, 2013 as Modification No. One, modified by the parties effective May 2, 2013 as Modification No. Two, modified by the parties effective January 21, 2014 as Modification No. Three, modified by the parties effective February 26, 2014 as Modification No. Four, and modified by the parties effective August 1, 2014 as Modification No. Five (hereinafter referred to as "Agreement").

Pursuant to Section 13.7 (Merger) of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Exhibit A4 (Scope of Work) is hereby deleted and replaced in its entirety with the attached Exhibit A4 (Scope of Work).
2. Exhibit B3 (Budget and Budget Justification) is hereby deleted and replaced in its entirety with the attached Exhibit B3 (Budget and Budget Justification).
3. Exhibit C (County of Sonoma Insurance Requirements) is hereby deleted and replaced in its entirety with the attached Exhibit C (Insurance Requirements).
4. Section 2.1 (Payment for Services) is hereby revised to read as follows:

2.1. Payment for Services

For all services and incidental costs required hereunder, Contractor shall be paid on a time-and-material/expense basis in accordance with the budget set forth in Exhibit B3 (Budget and Budget Justification). Any HEAL Phase II grant or Community Transformation Grant balance remaining at the end of a fiscal year of this Agreement shall automatically be carried forward to the subsequent fiscal year of this Agreement, but not beyond the termination date of this Agreement. Contractor shall submit its bills in arrears on a monthly basis in a form approved by the County 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(s) of the person(s) performing the task(s); and (iv) materials/expenses, if any.

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

5. Section 2.2 (Maximum Payment Obligation) is hereby revised to read as follows:

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the amount of \$251,813 (and not more than the amount of \$62,505 from the HEAL Phase II grant, \$126,098 from the

SNAP-Ed grant, \$56,210 from the Community Transformation Grant, and \$7,000 from the HEAL Phase II Continuation grant) under the terms and conditions of this Agreement.

6. Section 9.18 (Licensure) is hereby added to the Agreement as follows:

9.18. Licensure

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate shall be retained, and current updates of such documents shall be maintained, and made available upon request, not to exceed 3 business days after the initial request, for inspection, review, and/or audit by authorized representatives and designees of County, State, and/or Federal governments during the term of this Agreement and for the applicable records retention period.

7. Section 13.10 (Counterparts and Electronic Copies) is hereby added to the Agreement as follows:

13.10 Counterparts and Electronic Copies

The parties agree that, where applicable, this Agreement may be executed in counterparts, together which when executed by the requisite parties shall be deemed to be a complete original agreement. An electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement or counterpart, shall be deemed, and shall have the same legal force and effect as, an original document.

Except as expressly modified herein, all terms and conditions of Agreement shall remain in full force and effect.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties have caused this modification to be duly executed by their authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR:**

  
\_\_\_\_\_  
~~Jo Sanderfeld, Vice President~~ Terri Dante, Interim Dated 9/3/14  
Santa Rosa Memorial Hospital VP of Mission Integration

**COUNTY OF SONOMA:**  
Certificate of Insurance on File with County:

\_\_\_\_\_  
Rita Scardaci, MPH, Director Dated \_\_\_\_\_  
Department of Health Services

Approved as to Substance:  
  
\_\_\_\_\_  
Division Director or Designee Dated 8.29.14

**Exhibit A4. Scope of Work**

§ The remainder of this page has intentionally been left blank. §

**HEAL Phase II Scope of Work  
South Santa Rosa Leadership Training & Mentoring Program  
March 21, 2011 – December 31, 2014**

**Key Activities:** Contractor will coordinate and facilitate a south Santa Rosa leadership training and mentoring program, following the developed timeline, in order to build resident capacity for social change and quality of life improvements related to healthy eating and physical activity through: 1) community organizing, 2) working with policy/decision makers, and 3) engaging the media. Key activities include the following:

- **Program Planning and Curriculum Development** - Partner with HEAL staff to developed and/or update, as needed, existing Leadership Training Program curriculum and toolkit for English and Spanish speaking adults, which can be adapted for adolescents. The program should be no more than five days (5 hours per day, max) and include, but not be limited to, the following components:
  1. Facilitate a three day leadership development training, which should include, but not be limited to, community organizing (principles of community organizing, characteristics of community leaders, characteristics of community groups, development of organized community groups, and strategic plan development), skill building (outreach, engagement and retention to the Latino community, in particular; selecting a meeting environment; ground rules for groups; and meeting facilitation), and activities and homework (to augment and support the community organizing and skill building components of the training).
  2. Co-facilitate with HEAL staff a one day policy and healthy communities training, which should include, but not limited to, the following components: local government overview, engaging elected officials and decision makers, a panel of local policy/decision makers (e.g., government officials, principals, school boards), exercises that educate participants on the connection between policy and healthy communities, and exercises that show participants how to identify environmental issues that can be addressed through policy advocacy.
  3. Facilitate a one day media spokesperson training, which should include, but not limited to, the following components: how to frame a message, developing a message, presenting a message (on camera exercise), and developing a message for longer interviews (e.g., 15 minute radio interviews).
  
- **Meeting Facilitation** - Secure locations for all meetings and trainings associated with this contract and partner with HEAL staff to facilitate meetings, when necessary. Additionally:
  1. Convene monthly Core Group meetings for six months after each training where leadership graduates can check-in, address challenges, share successes, and participate in mini skill building trainings.
  2. Co-convene, with HEAL Staff, leadership graduates to participate in one environmental and safety assessment meeting to determine infrastructure and safety issues impacting Kawana Springs and Roseland HEAL Zones for which graduates will create, advocate for, and evaluate projects relating to infrastructure, safety and/or increasing opportunities for physical activity through June 2014.
  
- **Mentoring** - Provide ongoing mentoring to leadership graduates in all training areas (community organizing, working with policy/decision makers, and engaging the media), as needed, by attending graduate's community groups, meeting with graduates individually, and/or providing mini skill building trainings. Provide graduates with a three month apprenticeship, six monthly core group meetings, and quarterly Resident Advisory Committee (RAC) meetings aimed at helping put

knowledge into practice. Provide community groups with mentoring on new and more complex challenges after the apprenticeship period ends, as needed, through June 2014.

- **Recruitment** - Collaborate with community organizations, schools (Kawana, Roseland, and Sheppard), and neighborhood groups to identify up to 16 south Santa Rosa residents to participate in the leadership training program. Distribute applications, collect and score/translate applications, and notify applicants of acceptance. Efforts must be made to recruit at least five (5) residents from the community around each school, with two (2) residents being parents from each school who will be mentored by the respective school administration.
- **Communications** – Partner with HEAL staff to develop and implement a communication protocol for informing training participants and graduates of leadership training, core group, and assessment meetings as well as opportunities to engage the media and provide input on community issues (e.g., park development, policy advocacy, safety concerns).
- **Media/Press Releases** - Partner with HEAL staff to promote the leadership training via English and Spanish media outlets.
- **Translation and Interpretation** - Provide Spanish/English document translation, interpretation and simultaneous interpretation services, as needed, for the leadership trainings, core group meetings, environmental and safety assessment meetings, and evaluation efforts.
- **Sustainability/Fund Development** - Partner with HEAL staff to research funding opportunities and develop partnerships related to the sustainability of the leadership training and mentoring program and involvement of leadership graduates in community improvement efforts.
- **Evaluation** - Compile meeting evaluations (translating when necessary) and work with HEAL staff and evaluators to evaluate leadership training and community projects. Assist DHS in scheduling residents who participated in leadership training program between 2007-2014 to participate in key informant interviews and/or focus groups.
- **Progress Reports** - Provide written progress reports to program staff as required to meet grant guidelines. Progress reports shall be limited to no more than two per year. A final report will be due by December 19, 2014.
- **Meeting Participation** – Participate on training debrief meetings with HEAL staff as well as monthly program meeting and an annual HEAL-CHI Peer Meeting.

**HEAL Phase II Scope of Work Timeline**  
**South Santa Rosa Leadership Training & Mentoring Program**  
**March 21, 2011 – December 31, 2014**

Key Activities	2011				2012				2013				2014			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Meeting Participation	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Program Planning & Curriculum Development	X	X			X	X										
Media/Press Release	1	1			2	2									X	X
Recruitment	1	1			2	2										
Communication Protocol Plan													X	X		
Leadership Training		1	1			2	2									
Core Group Meetings					1				2					X	X	X
Mentoring			1	1	1	1	2	2	2	2			X	X	X	X
Resident Advisory Meetings (after Mentoring)					X	X	X	X	X	X	X	X	X	X	X	X
Evaluation		1	1			2	1, 2				2				X	X
Progress Report		X		X		X		X		X		X				X
Communication	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Sustainability / Fund Development									X	X	X	X	X	X	X	X

Key: 1 = First Training; 2 = Second Training; X = Ongoing Activity

**SNAP-Ed Scope of Work  
CX3 Community Engagement Contractor  
February 26, 2013 – September 30, 2016**

**GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

**Objective 1:** Establish key relationships by meeting with the county CalFresh director or designee, CalFresh Outreach/ community worker and work with the appropriate Food and Nutrition Services (FNS) funded partners to create a County Nutrition Action Plan (C-NAP) group.

<b>SNAP-Ed Scope of Work CX3 Community Engagement Contractor February 26, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Responsible Party</b>	<b>Timeframe</b>	<b>Deliverables</b>
1. Attend bi-monthly County Nutrition Action Plan (C-NAP) Workgroup meetings to help coordinate USDA food program interventions and efforts to increase food security in the target population by: <ul style="list-style-type: none"> <li>a) Building on existing State or County nutrition action or obesity plans.</li> <li>b) Coordinating nutrition education messages with CalFresh outreach efforts throughout the county for the various USDA food programs; CalFresh, WIC, EFAP, Summer meals, Child and Adult Care Food Program (CACFP), school breakfast and lunch programs.</li> <li>c) Identifying existing resources and assets of organizations in the county that promote the C-NAP.</li> </ul>	Project Coordinator	Mar 2013 – Sept. 2016	List of collaborating members
2. Participate in local food access related meetings and Network sponsored CX3 webinar, teleconference, and trainings, as needed.	Project Coordinator	Mar 2013 – Sept 2016	Meeting sign-in sheets
3. Attend monthly SNAP-Ed project meetings to strategically implement the County of Sonoma’s Department of Health Services (DHS) scope of work.	Project Coordinator	Mar 2013 – Sept. 2016	List of collaborating members

<b>SNAP-Ed Scope of Work CX3 Community Engagement Contractor February 26, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Responsible Party</b>	<b>Timeframe</b>	<b>Deliverables</b>
4. Annually, attend up to two <i>Network</i> -sponsored meetings, trainings and conferences regionally and/or in Sacramento that may include the following: Community Engagement trainings, Regional Network Collaborative meetings, <i>Network</i> -sponsored state and/or regional trainings and any other non- <i>Network</i> sponsored trainings that have been pre-approved by State Program Managers.	Project Coordinator	Mar 2013 – Sept. 2016	Copies of agendas, record of participation
5. Use the United States Department of Agriculture (USDA) regulations and guidelines to ensure all activities are allowable and appropriately documented. - <a href="http://www.nal.usda.gov/fsn/Guidance/FY2013SNAP-EdPlanGuidance.pdf">http://www.nal.usda.gov/fsn/Guidance/FY2013SNAP-EdPlanGuidance.pdf</a>	Project Coordinator	Mar 2013 – Sept. 2016	Documents (on file)
6. Comply with the Network Guideline Manual and Program Letter updates. - <a href="http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx">http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx</a> - <a href="http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx">http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx</a>	Project Coordinator	Mar 2013 – Sept. 2016	Documents (on file)

**GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

**Objective 2:** Recruit, engage, and sustain community members (residents) to participate in the *Communities of Excellence in Nutrition, Physical Activity and Obesity Prevention (CX<sup>3</sup>)* neighborhood assessment or reassessment process in five SNAP-Ed eligible neighborhoods.

<b>SNAP-Ed Scope of Work CX3 Community Engagement Contractor February 26, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Responsible Party</b>	<b>Timeframe</b>	<b>Deliverables</b>
1. Partner with CX3Coordinator to provide at least three CX3 presentations to a variety of the target stakeholders explaining the project, encourage participation, and utilization of data. Stakeholders include: health department leadership, community organizations (e.g. coalitions, collaboratives), and events with neighborhood residents, city/county officials. Organize CX3 Community Liaisons to assist as often as possible.	Project Coordinator	Oct 2015- Mar 2016	Presentation Outlines
2. Work with the CX3 Coordinator to assist CX3 Community Liaisons to identify five qualifying neighborhoods using the Network’s GIS and share Tier 1 mapping worksheet with appropriate stakeholders	Project Coordinator	Oct 2015- Mar 2016	Completed mapping worksheets  List of stakeholders
3. Organize community partners and community members to assist in the CX <sup>3</sup> neighborhood data collection using CX <sup>3</sup> tools and methods and share local data and information. a) Recruit community leaders and community members from the selected five neighborhoods to participate as surveyors in CX <sup>3</sup> neighborhood food environment assessment. b) Participate in the CX <sup>3</sup> Assessment Surveyor Training. c) Coordinate surveyors during the CX3 neighborhood food environment assessment effort.	Project Coordinator	Oct 2015- Sept 2016	a)Completed Tier 2 data surveys  b)Completed surveys  c) Time log for each surveyor
4. After receipt of data analysis, work with Food Access Coordinator to complete all template Communications Tools for each neighborhood surveyed.	Project Coordinator	Oct 2015- Sept 2016	Communication Tools

- GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.
- Objective 3:** Prioritize identified problem areas based on CX<sup>3</sup> findings and feedback from at least three-five community forums to reach 75 community members, and utilize to develop and implement at least three *Network* allowable interventions with environmental supports.

<b>SNAP-Ed Scope of Work CX3 Community Engagement Contractor February 26, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Responsible Party</b>	<b>Timeframe</b>	<b>Deliverables</b>
1. Work with Food Access Coordinator and CX3 Assessment and Program Contractor to complete all template Communications Tools for the three CX3 neighborhoods surveyed in FFY 2012.	Project Coordinator	Mar-Sept 2013	Communication tools
2. Using communications tools (e.g., fact sheets, briefs) present findings to a variety of stakeholders, involving community members where appropriate. Work with CX3 Coordinator, CX3 Assessment and Program Contractor, and engage community members to accomplish the following: a) Conduct outreach to increase participation at community forums/town halls. b) Partner with the CX3 Assessment and Program Contractor to host nutrition education community forums/town halls reaching 15-20 unduplicated SNAP-Ed eligible adults from the respective neighborhood at each forum to review CX <sup>3</sup> findings and determine greatest areas of concern. Coordinate with the SNAP-Ed Nutrition Education Coordinator who will provide a 15-minute dynamic nutrition education session. c) Provide CX <sup>3</sup> findings to all relevant city/county level departments and officials (e.g., planners, etc.) where data on the CX <sup>3</sup> neighborhoods would guide/inform decisions and promote increased access to healthy food. d) Using feedback from community forums, identify potential Champion retail food sources (e.g. food outlets, restaurants, mobile vendors, etc.) for future intervention work and campaigns e) As relevant, share CX3 findings with local media to highlight areas of concern	Project Coordinator	<u>a-b</u> Mar 2013-Sept 2013 (if needed)  <u>c-e</u> Mar 2013-Sept 2013	Summary of outreach efforts  Forum/Town hall Agenda  List of county/city officials with contact dates  List of Champions  CX3 Media highlights

<b>SNAP-Ed Scope of Work                      CX3 Community Engagement Contractor                      February 26, 2013 – September 30, 2016</b>			
Activities	Responsible Party	Timeframe	Deliverables
and opportunities for action (e.g., newspaper, television)			
3. Based on CX <sup>3</sup> findings, prioritize identified problem areas with stakeholders, community groups, and organizations. Work with CX3 Coordinator and engage community members to accomplish the following: <ul style="list-style-type: none"> <li>a) Conduct outreach to increase participation at community forums/town halls.</li> <li>b) Host at least <u>5</u> nutrition education obesity prevention community forums/town halls reaching a minimum of <u>75</u> cumulative neighborhood residents or individuals from the target population (at least <u>15</u> unduplicated SNAP eligible adults at each site) to review CX<sup>3</sup> findings and determine greatest areas of concern. Coordinate with the SNAP-Ed Nutrition Education Coordinator who will provide a 15-minute dynamic nutrition education session.</li> <li>c) Provide CX<sup>3</sup> findings to all relevant city/county level departments (e.g., planners, redevelopment agencies, etc.) where data on the CX<sup>3</sup> neighborhoods would guide/inform decisions and promote increase access to healthy food.</li> <li>d) Using feedback from community forums, identify potential neighborhood Champions, including Champion retail food sources for future intervention work and campaigns.</li> <li>e) As relevant, share CX3 findings with local media to highlight areas of concern and opportunities for action (e.g., newspaper, television)</li> </ul>	Project Coordinator	Oct 2015- Mar 2016	Summary of outreach efforts  Forum/Town hall Agenda  List of county/city officials with contact dates  List of Champions  CX3 Media highlights
4. Partner with CX3 Assessment and Program Contractor, CX3 Coordinator, and community members to identify at least three <i>Network</i> allowable interventions with environmental supports (at least one from each CX3 neighborhood)	Project Coordinator	Mar-May 2013  Apr-July 2016	Strategic Narrative

<b>SNAP-Ed Scope of Work CX3 Community Engagement Contractor February 26, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Responsible Party</b>	<b>Timeframe</b>	<b>Deliverables</b>
5. Assist in the development of the <i>CX<sup>3</sup> Implementation Strategy Narrative</i> by providing research, written work, translation, editing and review.	Project Coordinator	Apr-May 2013  Aug-Sept 2016	Strategic Narrative

**GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

**Objective 4:** Collaborate with five community groups and five other organizations to engage five neighborhood members to identify at least two food and beverage strategies in five qualifying communities to increase access and consumption of healthy foods and beverages.

<b>SNAP-Ed Scope of Work CX3 Community Engagement Contractor February 26, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Responsible Party</b>	<b>Timeframe</b>	<b>Deliverables</b>
<p>1. Assist DHS Staff to plan and host at least one county health forum to address primary prevention of diseases through healthier eating patterns and more physical activity. Assist CX3 Assessment and Program Contractor in recruiting community leaders to participate in the forum from schools, after schools, worksites, CalFresh and WIC offices, faith-based channels etc. in CX3 neighborhoods. Some strategies may include:</p> <ul style="list-style-type: none"> <li>a. Identify health disparities in communities related to nutrition and physical activity barriers and propose solutions</li> <li>b. Increase awareness of existing food policies in qualifying neighborhoods</li> <li>c. Use CX<sup>3</sup> assessment findings to promote the need for farmers markets to increase access to fresh fruits and vegetables, increased healthy food availability in corner stores, healthier options at local worksites, schools and churches and increased access to physical activity opportunities in qualifying neighborhoods.</li> </ul>	Project Coordinator	<p>Mar 2013- May 2013</p> <p>Oct 2014- May 2015</p>	<p>Flyers, Agenda, Summary of meeting results</p>
<p>2. Collaborate with at least <u>5</u> community groups and <u>5</u> other organizations to recruit <u>5 or more</u> neighborhood members from <u>5</u> qualifying CX3 communities (at least one from each neighborhood) to participate in the CX3 Community Liaison Leadership Training.</p> <p>Target ethnic specific minorities with health disparities identified in the LHD Infrastructure Assessment.</p>	Project Coordinator	<p>Mar-Apr 2013</p> <p>Dec 2013 – Mar 2014</p> <p>Oct 2014 – Dec 2014</p>	<p>Documentation of recruitment efforts</p> <p>Submitted training applications</p>

<b>SNAP-Ed Scope of Work CX3 Community Engagement Contractor February 26, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Responsible Party</b>	<b>Timeframe</b>	<b>Deliverables</b>
3. Partner with SNAP-Ed staff to finalize and obtain Network approval of training curriculum and materials for English and Spanish speaking adults.	Project Coordinator	Mar 2013	Bilingual training curriculum and materials
4. Facilitate a bilingual (Spanish/English) <u>leadership development training</u> (3 day minimum), which includes: <ul style="list-style-type: none"> <li>a. Introduction exercise</li> <li>b. Social justice and healthy communities</li> <li>c. Community organizing basics (relationship building, identification of priority concerns, member engagement and retention, and partnership)</li> <li>d. Community organizing principles of community organizing</li> <li>e. Characteristics of community leaders, characteristics of community groups, development of organized community groups</li> <li>f. Skill building (outreach, engagement and retention to the Latino community, in particular; selecting a meeting environment; ground rules for groups; and meeting facilitation)</li> <li>g. Leadership styles</li> <li>h. Participatory strategic planning concepts</li> <li>i. Interactive activities and homework to augment and support the community organizing and skill building components of the training</li> </ul>	Project Coordinator  Program Assistant 1  Program Assistant 2	Apr-May 2013  April – June 2014  Jan – March 2015	Training agendas, Curriculum, sign-in sheets, pre/post evaluation surveys
5. Facilitate a <u>community driven leadership and policy change</u> training (minimum 1 day), which should include, but not limited to, the following components: <ul style="list-style-type: none"> <li>a. Overview of health and communities</li> <li>b. Local government overview</li> <li>c. How to engage elected officials and decision makers, including a panel of local</li> </ul>	Project Coordinator  Program Assistant 1  Program	Apr-May 2013  April – June 2014  Jan – March	Training agendas, curriculum, sign-in sheets, pre/post evaluation surveys

<b>SNAP-Ed Scope of Work CX3 Community Engagement Contractor February 26, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Responsible Party</b>	<b>Timeframe</b>	<b>Deliverables</b>
<p>policy/decision makers (e.g. government officials, principals, school boards, etc.)</p> <p>d. Exercises that show participants how to identify environmental issues that can be addressed through policy advocacy (assessment) Showcase of evidence-based primary prevention strategies and solutions (e.g. food systems; walkability principles; land use and community planning; leadership; advocacy and policy development)</p>	Assistant 2	2015	
<p>6. Facilitate a <u>media spokesperson</u> training (minimum 1 day), which should include, but not limited to, the following components:</p> <p>a. How to frame a message</p> <p>b. Developing a message</p> <p>c. Presenting a message (on camera exercise or press conference interview exercise)</p> <p>d. Developing a message for longer interviews (e.g., 15 minute radio interviews)</p>	<p>Project Coordinator</p> <p>Program Assistant 1</p> <p>Program Assistant 2</p>	<p>Apr-May 2013</p> <p>April – June 2014</p> <p>Jan – March 2015</p>	<p>Training agendas, curriculum, sign-in sheets, pre/post evaluation surveys</p>
<p>7. Work with CX3 Community Liaison trainees to accomplish the following:</p> <p>a. Assist trainees to identify <u>at least one</u> food and beverage strategy in <u>each of the five qualifying communities</u> to increase access and consumption of healthy foods and beverages.</p> <p>b. Identify at least three Network allowable interventions with environmental supports that trainees can use to implement their selected strategies.</p> <p>c. Assist trainees to develop a strategic plan for their respective strategies. The CX3 Community Liaisons will work on these projects for at least seven months.</p> <p>Partner with CX3 Coordinator and CX3 Community Assessment and Program Contractor to provide CX3 and other relevant food access data, strategies, and monitoring/evaluation approaches to help trainees with decision making.</p>	<p>Project Coordinator</p> <p>Program Assistant 1</p> <p>Program Assistant 2</p>	<p>Apr-May 2013</p> <p>April – June 2014</p> <p>Jan – March 2015</p>	<p>Trainee strategic plans</p>

<b>SNAP-Ed Scope of Work CX3 Community Engagement Contractor February 26, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Responsible Party</b>	<b>Timeframe</b>	<b>Deliverables</b>
<p>8. Provide ongoing oversight and support to CX3 Community Liaisons in all training areas to implement and market nutrition and obesity prevention strategies using public health approaches and <i>Network</i> allowable interventions. Ongoing support must include at least three of the following approaches. Alternative approaches approved by Food Access Coordinator may also be used.</p> <ul style="list-style-type: none"> <li>• One-on-one or group meetings to help Liaisons put knowledge into practice.</li> <li>• Regular communications to obtain regular updates on strategic plan implementation.</li> <li>• Monthly team meetings so Liaisons can check-in, address challenges, share successes, and participate in mini skill building trainings).</li> <li>• (Required) Select Liaisons participate in CX3 Workgroup, SNAP-Ed Team Meetings, and/or Network meetings and conferences.</li> </ul>	<p>Project Coordinator</p> <p>Program Assistant 1</p> <p>Program Assistant 2</p>	<p>May 2013 – Sept 2016</p>	<p>Mentoring log</p> <p>Meeting and training agendas</p> <p>Meeting participation log</p>
<p>9. Connect Liaisons with CX3 Assessment and Program Contractor or CX3 Coordinator, as needed, to receive technical assistance and training in the following areas:</p> <ul style="list-style-type: none"> <li>• strategies to increase access and consumption of healthy foods and beverages and physical activity opportunities.</li> <li>• educational and social marketing strategies</li> <li>• monitoring and evaluating neighborhood changes.</li> </ul> <p>Support and mentor Liaisons to use information obtained from the technical assistance and trainings sessions to help implement strategic plans.</p>	<p>Project Coordinator</p>	<p>May-Nov 2013</p> <p>June-Sept 2014</p> <p>April-Sept 2015</p>	<p>TA log</p> <p>ATF/EARS</p>

<b>SNAP-Ed Scope of Work CX3 Community Engagement Contractor February 26, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Responsible Party</b>	<b>Timeframe</b>	<b>Deliverables</b>
10. Compile meeting evaluations (translating when necessary) and work with SNAP-Ed staff and evaluators to evaluate leadership training and community projects.	Project Coordinator	Mar 2013- Sept 2016	Evaluation tools  Final reports
11. Assist in the development or update of the CX <sup>3</sup> Implementation Strategy Narrative by providing research, written work, translation, editing and review. Incorporate CX3 Community Liaisons' strategic plans wherever possible.	Project Coordinator	May-June 2013  June-Aug 2014  April – May 2015	Strategic Narrative

**GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

**Objective 5:** Assist County Nutrition Action Plan Workgroup with promoting and supporting a minimum of one environmental change that enhances *Rethink Your Drink* efforts.

<b>SNAP-Ed Scope of Work                      CX3 Community Engagement Contractor                      February 26, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Responsible Party</b>	<b>Timeline</b>	<b>Deliverables</b>
1. Work with the County Nutrition Action Plan Workgroup and the CX3 Community Liaisons to identify priorities and develop a list of environmental support strategies with local partners to increase and promote access to healthy beverage options through public health approaches. Assist with the development of the summary of local strategies. Some strategies may include: <ul style="list-style-type: none"> <li>b. Collaborate with food outlets to reduce the size of sugar sweetened-beverages sold at food outlets and/or move the beverages to a less trafficked area of the store</li> <li>c. Collaborate with restaurants to reduce the serving size of sugar sweetened-beverages sold with meals and/or eliminate them from kids meals</li> <li>d. Reduce access to sugar-sweeten beverages (SSBs) in eligible city and county settings serving low-income populations and provide healthy beverage alternatives in appropriate serving sizes</li> <li>e. Encourage partners to provide free drinking water to the public in common areas at such eligible venues</li> <li>f. Encourage organizations to seek healthy beverage sponsorships</li> </ul>	Project Coordinator	Mar –Sept 2013	Summary of local strategies (report annually)

**GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

**Objective 6:** Coordinate CX3 Community Liaisons to engage qualifying grocery retailers (such as: supermarkets, grocery stores, and/or independent grocers) in the county to reach SNAP-Ed eligible residents through nutrition education materials, food demonstrations, store tours, and point of purchase strategies.

<b>SNAP-Ed Scope of Work CX3 Community Engagement Contractor February 26, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Responsible Party</b>	<b>Timeline</b>	<b>Deliverables</b>
1. Participate in all required <i>Network for a Healthy California –Retail Program</i> trainings in person and/or webinars. Examples of training include: <ul style="list-style-type: none"> <li>• <i>Network for a Healthy California Retail Training Webinar</i></li> <li>• <i>Storage &amp; Stocking Training (i.e., produce storage guidelines, receiving and stocking tips, and produce display considerations)</i></li> <li>• <i>Merchandising &amp; Promotion Training (i.e., product and produce merchandising and display tips, marketing activities, and healthier checkout program)</i></li> <li>• <i>In-Store Events Training (i.e., coordinating, promoting and conducting promotional events, such as food tastings and store visits)</i></li> </ul>	Project Coordinator	Oct 2013 - Sept 2016	Record of attendance  Training agendas
2. Coordinate CX3 Community Liaisons to participate in trainings on how to implement the Healthy Food Outlet Project and use evaluation measurement tools. Examples of trainings include: <ul style="list-style-type: none"> <li>• Healthy Food Outlet Project Business Liaison Training</li> <li>• Use of the <i>Network for a Healthy California's</i> Retail Fruit &amp; Vegetable Marketing Guide, including trainings on in-store/community surveys, storage &amp; stocking produce, merchandising &amp; promotion, and in-store events.</li> <li>• Training(s) on use of measurement tools to conduct food environment assessment, manager interviews and customer intercept surveys</li> </ul>	Project Coordinator	Oct 2013 - Sept 2016	Training sign-in sheets

<b>SNAP-Ed Scope of Work                      CX3 Community Engagement Contractor                      February 26, 2013 – September 30, 2016</b>			
Activities	Responsible Party	Timeline	Deliverables
3. Communicate with project staff by phone and email, attend program meetings, and attend resident mentoring meetings.	Project Coordinator	Oct 2013 - Sept 2016	Meeting sign-in sheets
4. Work with Healthy Food Outlet Project Staff to provide technical assistance and mentoring to CX3 Community Liaisons on the implementation of the Healthy Food Outlet Project, which includes, but is not limited to, the following: <ul style="list-style-type: none"> <li>• Promoting healthy items through placement/promotion strategies</li> <li>• Promoting healthy items through reduced pricing strategies</li> <li>• Improving the selection, quantity, and quality of more healthy food items throughout the store</li> <li>• Actively engaging in Farm to Fork efforts that promote seasonal produce items matching the monthly <i>Harvest of the Month</i> education elements</li> <li>• Encouraging corner store conversion projects with other funding sources</li> </ul>	Project Coordinator	Oct 2013 - Sept 2016	Log of technical assistance activities  Summary of outcomes
5. Connect CX3 Community Liaisons with SNAP-Ed partners to receive the following trainings: <ol style="list-style-type: none"> <li>a) Acquire food handling certification (such as ServSafe) that meets the county’s requirements for the staff responsible for engaging the retail sites</li> <li>b) Training on conducting retail grocery promotional events. Promotional events can include, but are not limited to, food demonstrations, tastings, and store tours.</li> </ol> <p>CX3 Community Engagement Contractor must receive a food handling certification and participate in the training in order to provide adequate oversight and support in this area to CX3 Community Liaisons.</p>	Project Coordinator	Oct 2013 - Sept 2016	a) Copy of Certification for staff  b) Training agenda, list of materials discussed

<b>SNAP-Ed Scope of Work                      CX3 Community Engagement Contractor                      February 26, 2013 – September 30, 2016</b>			
<b>Activities</b>	<b>Responsible Party</b>	<b>Timeline</b>	<b>Deliverables</b>
6. Work with the SNAP-Ed Nutrition Education Contractor and CX3 Assessment and Program Coordinator or Food Access Coordinator to coordinate CX3 Community Liaisons to conduct the following activities at participating food outlets located in qualified communities: <ul style="list-style-type: none"> <li>a) customer/community surveys</li> <li>b) Three promotional events at each participating stores that highlight healthy changes. Promotional events can include, but are not limited to, food demonstrations, tastings, and store tours.</li> </ul>	Project Coordinator	Oct 2013-Sept 2016	a) Completed customer/community surveys  b) Event calendar  Photos (with photo releases)  Evaluation summary of promotional activities

**Community Transformation Grant Scope of Work  
Active Recess  
February 2013 – September 29, 2014**

Community Transformation Grant Scope of Work Active Recess February 2013 – September 29, 2014			
Activities	Responsible Party	Timeline	Deliverables
1. Participate in required in-person trainings, train-the-trainer trainings, and/or webinars, including the following: <ul style="list-style-type: none"> <li>• Healthy Food Outlet Project Business Liaison Training</li> <li>• Use of the <i>Network for a Healthy California's</i> Retail Fruit &amp; Vegetable Marketing Guide (including how to conduct and analyze customer intercept surveys)</li> <li>• Storage &amp; Stocking Training (<i>i.e., produce storage guidelines, receiving and stocking tips, and produce display considerations</i>)</li> <li>• Merchandising &amp; Promotion Training (<i>i.e., product and produce merchandising and display tips, marketing activities, and healthier checkout program</i>)</li> <li>• In-Store Events Training (<i>i.e., coordinating, promoting and conducting promotional events, such as food tastings and store visits</i>)</li> <li>• Acquire food handling certification (such as ServSafe) that meets the county's requirements for the staff responsible for engaging the retail sites.</li> </ul>	Business Liaison	Mar - Oct 2013	Record of attendance  Training agendas  Copy of Certification for staff
2. Communicate with project staff by phone and email, attend program meetings, and attend resident mentoring meetings, as needed.	Business Liaison	Mar 2013-Sept 2014	Meeting sign-in sheets
3. When possible, recruit, train, coordinate, and mentor Community Liaisons ( <i>i.e.</i> residents) from target communities to act as	Business Liaison	Mar 2013-Sept 2014	List of Community Liaisons

<b>Community Transformation Grant Scope of Work</b> <b>Active Recess</b> <b>February 2013 – September 29, 2014</b>			
Activities	Responsible Party	Timeline	Deliverables
<p>Business Liaisons to small markets and conduct in-store shopper or community surveys and in-store events.</p> <p><i>Target communities are those that 1) lie within the catchment of schools with at least 50% of the student body eligible for the Federal Free/Reduced Meal Program and 2) lie within census tracts where at least 50% of total or Hispanic/Latino population lives at or below 185% of the Federal Poverty Level.</i></p>			
<p>4. Meet with employee(s) from the 7 small markets <u>once a week for the first month, every other week for the next five months, and then every three weeks for duration of the program</u> to provide training and technical assistance on implementation of the Healthy Food Outlet Project and promotion of healthy food and beverage purchases, such as:</p> <ul style="list-style-type: none"> <li>• Increasing quantity and quality of fresh, local produce</li> <li>• Promoting healthy items through placement/promotion strategies</li> <li>• Promoting healthy items through reduced pricing strategies</li> <li>• Improving the selection, quantity, and quality of more healthy food items throughout the store</li> <li>• Actively engaging in Farm to Fork efforts that promote seasonal produce items matching the monthly <i>Harvest of the Month</i> education elements</li> </ul> <p>Technical assistance should include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• Guidance on the use of the project’s toolkit</li> <li>• Connections to community resources (e.g., energy efficiency loan and rebate programs, business development programs, low-cost in-store marketing programs, produce distribution or wholesale networks)</li> </ul>	Business Liaison	May 2013 – September 2014	<p>Complete monthly store visit log, noting monthly in-store changes, challenges, successes and technical assistance and resource needs small markets.</p> <p>Summary of outcomes.</p>

<b>Community Transformation Grant Scope of Work Active Recess February 2013 – September 29, 2014</b>			
<b>Activities</b>	<b>Responsible Party</b>	<b>Timeline</b>	<b>Deliverables</b>
<ul style="list-style-type: none"> <li>• Coordination of incentives (e.g., healthy checkout display) related to improving the market's quality score.</li> <li>• Coordination of implementation of Smart Meal Program (for stores with delis)</li> <li>• Trainings outlined in Activity 5</li> </ul> <p><i>Whenever possible, mentor Community Liaisons to meet with employees.</i></p>			
<p>5. Provide training and technical assistance to staff at the 7 small markets on methods to enhance healthy food and beverage options. Trainings should include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• Storage &amp; Stocking Training</li> <li>• Merchandising &amp; Promotion Training</li> <li>• In-Store Events Training</li> <li>• Healthier checkout program</li> <li>• Food Handling Certification (such as ServSafe)</li> </ul> <p><i>Whenever possible, mentor Community Liaisons to provide training and technical assistance to staff.</i></p>	Business Liaison	May-September 2014	Sign-in sheet from training
<p>6. Work with the 7 small markets to identify and order healthy snack and/or produce checkout displays and determine where they will be placed in the checkout area. Display(s) must be used for healthy snacking items only and located near the checkout in order to raise the Store Quality Score.</p>	Business Liaison	May-September 2014	Displays installed  Before/After Photos
<p>7. Work with the stores to conduct and analyze in-store shopper/community surveys at the 7 small markets to determine consumer needs.</p>	Business Liaison	January-September 2014	Completed customer/community surveys

<b>Community Transformation Grant Scope of Work</b> <b>Active Recess</b> <b>February 2013 – September 29, 2014</b>			
Activities	Responsible Party	Timeline	Deliverables
<p><i>Whenever possible, mentor Community Liaisons to conduct and analyze in-store shopper/community surveys.</i></p>			
<p>8. Partner with <i>Network for a Healthy California – Northcoast Region’s</i> Retail Specialist and/or CX3 Food Access Coordinator to distribute and maintain appropriate nutrition education materials such as the <i>Harvest of the Month</i> community newsletters, posters, signage, recipe cards, wobblers, magnets, window clings, <i>Rethink Your Drink</i> materials, hardware, in-store audio, CalFresh materials, etc., to each of the 7 small markets based on the size of the store. Update monthly.</p>	Business Liaison	July 2013-September 2014	Material Tracking Forms
<p>9. Work with the Center for Well-Being to coordinate Community Liaisons to conduct two promotional events that highlight healthy changes at each of the 7 small markets, reaching a minimum of 450 SNAP-eligible adults, total per year. Promotional events can include, but are not limited to, food demonstrations, tastings, and store tours.</p> <p><i>Each food demonstration must be appropriately staffed to meet the requirements of the county and should promote and market healthy food products available for purchase at the retailer. Reporting requirements must align with SNAP-Ed nutrition education evaluation guidelines.</i></p>	Business Liaison	July 2013-September 2014	<p>Event calendar</p> <p>Photos (with photo releases)</p> <p>SNAP-Ed ATF Forms and other evaluation tracking tools</p>
<p>10. Provide input to inform the modification of the Healthy Food Outlet Project toolkit, collateral and promotional materials, the business engagement process and timeline, as needed.</p>	Business Liaison	June-Sept 2014	Updated toolkit, collateral and promotional materials

**HEAL Continuation Grant Scope of Work  
South Santa Rosa Leadership Training & Mentoring Program  
October 1, 2014 – December 31, 2014**

**HEAL Goals:** 1) Increase fruit and vegetable consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings.  
4) Increase physical activity in institutional settings

**Strategy1:** Continue the work of HEAL Phase II through ongoing coordinate and facilitate a south Santa Rosa leadership training and mentoring program through December 2014 in order to build resident capacity for social change and quality of life improvements related to healthy eating and physical activity through community organizing, working with policy/decision makers, and engaging the media.

<b>HEAL Continuation Grant Scope of Work South Santa Rosa Leadership Training &amp; Mentoring Program October 1, 2014 – December 31, 2014</b>				
<b>HEAL Objective(s)</b>	<b>Activities</b>	<b>Person Responsible</b>	<b>Timeline</b>	<b>Deliverables and Outcomes</b>
1. By 12/31/14, residents will increase capacity to advocate, engage and communicate with peers and city/county officials in order to position themselves to:  1) Advocate for solutions to safety-related issues. 2) Engage in future development projects (i.e. parks, trails, sidewalks) beyond the life of the grant. 3) Promote the development of sustained physical activity opportunities in their neighborhoods.	1a. Provide ongoing mentoring to leadership graduates in all training areas (community organizing, working with policy/decision makers, and engaging the media), as needed, by <ul style="list-style-type: none"> <li>• attending graduate’s community groups</li> <li>• meeting with graduates individually</li> <li>• providing mini skill building trainings</li> <li>• provide graduates with a quarterly Resident Advisory Committee (RAC) meetings aimed at helping put knowledge into practice</li> <li>• Provide community groups with mentoring on new and more complex challenges after the apprenticeship period ends, as needed.</li> </ul>		Oct 2014 - Dec 2014	Meeting agenda  Sign-in sheets  Summary of mentoring activities
	1b. Assist DHS in scheduling residents and community organizing staff who participated and/or worked with the leadership training program between 2007-2014 to participate in key informant interviews and/or focus groups.			Oct 2014 - Dec 2014

<b>HEAL Continuation Grant Scope of Work</b> <b>South Santa Rosa Leadership Training &amp; Mentoring Program</b> <b>October 1, 2014 – December 31, 2014</b>				
HEAL Objective(s)	Activities	Person Responsible	Timeline	Deliverables and Outcomes
	1c. Assist residents in promoting their projects, as they are implemented, via at least one English and/or Spanish media outlet.		Oct 2014 – Dec 2014	Copy of media piece developed
	1d. Provide written progress reports to program staff as required to meet grant guidelines.		By 12/19/2014	Quarterly progress report (Oct-Dec 2014)
2. By 12/31/14, a list of the following will be identified for each HEAL Zone:  1) Needed build environment infrastructure improvements 2) Safety-related issues (e.g. pedestrian, gang, loitering, graffiti, crime, traffic) 3) Needed physical activity opportunities.  Whenever possible the information will be presented to key stakeholders (e.g., City and/or County Public Works Departments, schools) for prioritization.	2a. Meet with leadership graduates and/or residents of Roseland and Kawana Springs to determine infrastructure, safety issues, opportunities for physical activity impacting Kawana Springs and Roseland HEAL Zones  .		Oct 2014 - Dec 2014	Agendas  Sign-in sheets  List of infrastructure, safety and/or physical activity projects.
	2b. Assist leadership graduates Roseland and Kawana Springs in developing a plan to engage key stakeholders (e.g., City and/or County Public Works Departments, schools) in order to advocate for change. Plan should include who residents will connect with, how they will contact them and by when.		Oct 2014 - Dec 2014	Copy of plan
3. By 12/31/14, as a result of advocacy efforts on the part of residents, at least three infrastructure improvements will result in increased walking or biking.	3a. Assist leadership graduates to create a plan to evaluate projects relating to infrastructure, safety and/or physical activity issues identified.		Oct-Dec 2014	Evaluation plan for each issue

<b>HEAL Continuation Grant Scope of Work</b> <b>South Santa Rosa Leadership Training &amp; Mentoring Program</b> <b>October 1, 2014 – December 31, 2014</b>				
HEAL Objective(s)	Activities	Person Responsible	Timeline	Deliverables and Outcomes
4. Participate in activities that support the south Santa Rosa leadership training and mentoring program.	4a. Provide Spanish/English document translation, interpretation and simultaneous interpretation services, as needed, for community meetings and evaluation efforts related to leadership training and mentoring program.		Oct 2014 - Dec 2014	NA
	4b. Partner with HEAL staff to research funding opportunities and develop partnerships related to the sustainability of the leadership training and mentoring program and involvement of leadership graduates in community improvement efforts.		Oct 2014 - Dec 2014	Sustainability plan
	4c. Participate on monthly program meeting and an annual HEAL-CHI Peer Meeting.		Oct 2014 - Dec 2014	Agenda Sign-in sheet

**Exhibit B3. Budget and Budget Justification**

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HEAL Phase II Budget South Santa Rosa Leadership Training & Mentoring Program March 21, 2011 – December 31, 2014										
	Hourly Rate	Hrs	Mar - Dec 2011	Hrs	Jan - Dec 2012	Hrs	Jan - Dec 2013	Hrs	Jan - Dec 2014	Total
<b>PERSONNEL</b>										
Community Organizer	\$35	377.3	\$13,205	441	\$15,445	250	\$8,750.00	212.5	\$7,440.00	\$44,840.00
ACTION Trainer	\$35	20	\$700	20	\$700		\$0.00		\$0.00	\$1,400.00
<b>TOTAL PERSONNEL</b>			<b>\$13,905</b>		<b>\$16,145</b>		<b>\$8,750.00</b>		<b>\$7,440.00</b>	<b>\$46,240.00</b>
<b>OPERATING EXPENSES</b>										
Travel	0.565		\$570		807.87		\$1,262.07	1133.7	\$634.86	\$3,274.80
Office Supplies			\$300		100.08				\$241.00	\$641.08
Printing/Duplication										\$0.00
Meeting Supplies			\$600		73.88		\$90.38		\$0.00	\$764.26
Food/Refreshments			\$1,200		968.32		\$339.54		\$250.00	\$2,757.86
Stipends/Incentives			\$760				\$50.00		\$400.00	\$1,210.00
Education Materials			\$264							\$264.00
Facilities Use Expense					360.00					\$360.00
Childcare Stipends/Incentives					700.00		\$40.00			\$740.00
<b>TOTAL NON-PERSONNEL</b>			<b>\$3,694</b>		<b>\$3,010.15</b>		<b>\$1,781.99</b>		<b>\$1,525.86</b>	<b>\$10,012.00</b>
<b>TOTAL DIRECT COSTS (Personnel + Non-Personnel)</b>			<b>\$17,599</b>		<b>\$19,155.15</b>		<b>\$10,531.99</b>		<b>\$8,965.86</b>	<b>\$56,252.00</b>
Indirect Costs (% of Total Direct Costs)		10.0%	\$1,670	10.0%	1,890.00	11.3%	\$1,193.00	10.0%	\$900.00	\$5,653.00
<b>TOTAL DIRECT &amp; INDIRECT</b>			<b>\$19,269</b>		<b>\$21,045.15</b>		<b>\$11,724.99</b>		<b>\$9,865.86</b>	<b>\$61,905.00</b>
<b>OTHER COSTS</b>										
Community Liaisons	\$12.00							50	\$600.00	\$600.00
<b>TOTAL OTHER COSTS</b>			<b>\$0</b>		<b>0.00</b>		<b>\$0.00</b>		<b>\$600.00</b>	<b>\$600.00</b>
<b>TOTAL BUDGET</b>			<b>\$19,269</b>		<b>\$21,045.15</b>		<b>\$11,724.99</b>		<b>\$10,465.86</b>	<b>\$62,505.00</b>

Contractor to be paid on a time and materials/expense basis in accordance with the budget set forth above. However, the total payments to Contractor shall not exceed \$62,505 without the prior written approval of the County.

Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services.

The bills shall show or include: (i) the task(s) performed; 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 noted in the budget and budget justification shall not be reimbursed.

<b>HEAL Phase II Budget South Santa Rosa Leadership Training &amp; Mentoring Program March 21, 2011 – December 31, 2014</b>
<i>PERSONNEL</i>
1) The <b>Community Organizer</b> will co-facilitate 1 leadership training for years 1 & 2; and provide follow-up and mentoring to the graduates each year.
2) The <b>ACTION Trainer</b> will provide 1 leadership training each year, years 1 & 2: 20 hours, including preparation time for each training @ \$35/hour; for a total of \$700 each year.
<i>NON-PERSONNEL / OPERATING EXPENSES</i>
<b>Travel</b> - Expenses include HEAL-CHI peer meetings and local travel. Local travel is reimbursed at the standard federal mileage rate set by the IRS each year.
<b>Office supplies</b> - Includes items such as markers, flipcharts, pens, paper, folder, etc. for program meeting, trainings and events.
<b>Printing/duplication</b> – n/a
<b>Meeting supplies</b> - Covers paper products for program meetings and events.
<b>Food/refreshments</b> - Covers healthy food and drinks at program meetings and events
<b>Stipends/incentives</b> - Include small items that incentivize participation in the program, (e.g., gift certificates to healthy food outlets, such as local farms and Farmers Markets)
<b>Educational materials</b> - ACTION Leadership Training manuals for each participant, as well as supplemental material for communications training for up to 16 trainees.
<b>Facility Use Expense</b> – Facility use expenses needed for space for trainings.
<b>Childcare Stipend/Incentives</b> – Stipends/incentives for childcare providers during Leadership Training workshops.
<b>Indirect costs</b> - Calculated at 12% of Direct Costs, to support administrative overhead expenses incurred by the contractor. These expenses included rent, utilities, maintenance and depreciation of office equipment, accounting services, etc.
<ul style="list-style-type: none"> <li>• 2011-2013: ,10% is being requested, and the additional 2% is being provided in-kind.</li> <li>• 2014: 12% is being requested</li> </ul>
<i>OTHER COSTS</i>
<b>Community Liaisons</b> - For Community Liaisons who have completed the HEAL-funded Leadership Training Program since 2007 to develop a plan for, advocate for, and evaluate projects relating to improving infrastructure, safety and/or increasing opportunities for physical activity in Roseland and/or Kawana Springs.

Budget & Budget Justification  
 HEAL Phase II  
 Leadership Training & Mentoring Contractor  
 March 21, 2011 – June 30, 2014

<b>HEAL Phase II In-Kind Budget</b>										
<b>South Santa Rosa Leadership Training &amp; Mentoring Program</b>										
<b>March 21, 2011 – December 31, 2014</b>										
	<b>Hourly Rate</b>	<b>Hrs</b>	<b>Mar - Dec 2011</b>	<b>Hrs</b>	<b>Jan - Dec 2012</b>	<b>Hrs</b>	<b>Jan - Dec 2013</b>	<b>Hrs</b>	<b>Jan - Dec 2014</b>	<b>Total</b>
<b><i>PERSONNEL</i></b>										
Director Healthy Communities	\$45	48	\$2,160	52	\$2,340	52	\$2,340	0	\$0.00	\$6,840
Community Organizer	\$35	352	\$12,320	416	\$14,560	208	\$7,280	0	\$0.00	\$34,160
ACTION Trainer	\$35	10	\$350	10	\$350	0	\$0	0	\$0.00	\$700
<b>TOTAL PERSONNEL</b>			<b>\$14,830</b>		<b>\$17,250</b>		<b>\$9,620</b>		<b>\$0.00</b>	<b>\$41,700</b>
<b><i>OPERATING EXPENSES</i></b>										
Printing/Duplication			\$600		\$600		\$300			\$1,500
Meeting Supplies			\$600		\$600		\$600			\$1,800
Education Materials			\$486		\$487					\$973
<b>TOTAL NON-PERSONNEL</b>			<b>\$1,686</b>		<b>\$1,687</b>		<b>\$900</b>		<b>\$0.00</b>	<b>\$4,273</b>
<b>TOTAL DIRECT COSTS (Personnel + Non-Personnel)</b>			<b>\$16,516</b>		<b>\$18,937</b>		<b>\$10,520</b>		<b>\$0.00</b>	<b>\$45,973</b>
Indirect Costs (2% of Budget Direct Costs)	2.0%		\$352		\$383		\$211		\$0.00	\$946
Indirect Costs (12% of In-Kind Direct Costs)	12.0%		\$1,982		\$2,272		\$1,262		\$0.00	\$5,516
<b>TOTAL DIRECT &amp; INDIRECT</b>			<b>\$18,850</b>		<b>\$21,592</b>		<b>\$11,993</b>		<b>\$0</b>	<b>\$52,435</b>
<b><i>OTHER COSTS</i></b>										
<b>TOTAL OTHER COSTS</b>			<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0.00</b>	<b>\$0</b>
<b>TOTAL BUDGET</b>			<b>\$18,850</b>		<b>\$21,592</b>		<b>\$11,993</b>		<b>\$0.00</b>	<b>\$52,435</b>

<b>SNAP-Ed Budget</b>										
<b>CX3 Community Engagement Contractor</b>										
<b>February 26, 2013 – September 30, 2016</b>										
	<b>Hourly Rate</b>	<b>Hrs</b>	<b>Feb 2013- Sept 2013</b>	<b>Hrs</b>	<b>Oct 2013 - Sept 2014</b>	<b>Hrs</b>	<b>Oct 2014- Sept 2015</b>	<b>Hrs</b>	<b>Oct 2015- Sept 2016</b>	<b>Total</b>
<b>PERSONNEL</b>										
Leticia Romero, Project Coordinator (Lead Organizer) (0.525 FTE in FFY 2013; 0.375 FTE in FFY 2014; 0.3125 FTE in FFY 2015 & 2016)	\$24	651	\$15,624	384	\$9,216	650	\$15,600	650	\$15,600	\$56,040
Teresa Lopez, Program Assistant (Community Organizer) (.1083 FTE FFY 2014)	\$24			104	\$2,496					\$2,496
Francisco Cano, Program Assistant (Community Organizer) (.1083 FTE FFY 2014)	\$24			104	\$2,496					\$2,496
Ernesto Garay, Program Assistant (Community Organizer) (.2167 FTE FFY 2014)	\$24			208	\$4,992					\$4,992
<b>Personnel Subtotal</b>			\$15,624		\$19,200		\$15,600		\$15,600	\$66,024
<b>Fringe Benefits @ 20% (Add'l 9.5% in-kind)</b>	<b>20.0%</b>		\$3,125		\$3,840		\$3,120		\$3,120	\$13,205
<b>TOTAL PERSONNEL</b>			\$18,749		\$23,040		\$18,720		\$18,720	\$79,229
<b>NON-PERSONNEL/OPERATING EXPENSES</b>										
Travel – Annual Network Conference in Sacramento			\$0		\$423		\$0		\$423	\$846
Travel - Network Trainings in Sacramento			\$267		\$267		\$267		\$267	\$1,068
Travel – Mileage		1965	\$1,110	3302	\$1,849	1276	\$721	1688	\$954	\$4,634
Office Supplies			\$700		\$1,200		\$1,200		\$1,200	\$4,300
Copier			\$0		\$0		\$0		\$0	\$0
Printing/Duplication			\$0		\$0		\$0		\$0	\$0
Educational /Training Materials			\$120		\$0		\$180		\$180	\$480
Food Handling Certification			\$0		\$100		\$600		\$600	\$1,300
<b>TOTAL NON-PERSONNEL</b>			\$2,197		\$3,839		\$2,968		\$3,624	\$12,628
<b>OTHER COSTS</b>										
CX3 Community Liaisons	\$12.00	292	\$3,504	327	\$3,924	312	\$3,744	312	\$3,744	\$14,916
<b>TOTAL OTHER COSTS</b>			\$3,504		\$3,924		\$3,744		\$3,744	\$14,916
<b>TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)</b>			\$24,450		\$30,803		\$25,432		\$26,088	\$106,773
<b>Indirect Costs @</b>	<b>18.1%</b>		\$4,425		\$5,575		\$4,603		\$4,722	\$19,325
<b>TOTAL BUDGET</b>			\$28,875		\$36,378		\$30,035		\$30,810	\$126,098

**SNAP-Ed Grant Budget Revisions and Line Item Adjustments:**

*Subject to prior written notice under Paragraph 12, the Department of Health Services Division Director, or designee, may approve Line Item Budget Adjustment Requests and Budget Revision Request to Exhibit B3 so long as the total contract maximum set forth in Section 2 (Payment) neither increases nor decreases and there is no significant change in the Scope of Work. Proposed transfers between budget sections or between line items require an approved Budget Revision Request if the total of the proposed changes are greater than 10% of the total contract amount for each budget year. Proposed budget transfers that total less than 10% of the total contract amount each budget year require an approved Line Item Budget Adjustment Request. Said Line Item Budget Adjustment Requests and Budget Revision Requests shall not require a formal amendment to this Agreement and shall be effected by preparation of a new exhibit which is signed and dated by the Department of Health Services Division Director, or designee.*

<b>SNAP-Ed In-Kind Budget CX3 Community Engagement Contractor February 26, 2013 – September 30, 2016</b>										
	<b>Hourly Rate</b>	<b>Hrs</b>	<b>Mar 2012- Sept 2013</b>	<b>Hrs</b>	<b>Oct 2013 - Sept 2014</b>	<b>Hrs</b>	<b>Oct 2014- Sept 2015</b>	<b>Hrs</b>	<b>Oct 2015- Sept 2016</b>	<b>Total</b>
<b>PERSONNEL</b>										
Amy Chevrolet, Project Manager (Manager)	\$35	300	\$10,500	400	\$14,000	400	\$14,000	400	\$14,000	\$52,500
Zuli Baron , Program Assistant (Lead Trainer)	\$25	75	\$1,875							\$1,875
Teresa Lopez, Program Assistant (Trainer)	\$24	48	\$1,152			48	\$1,152	48	\$1,152	\$3,456
<b>Personnel Subtotal</b>			<b>\$13,527</b>		<b>\$14,000</b>		<b>\$15,152</b>		<b>\$15,152</b>	<b>\$57,831</b>
<b>Fringe Benefits @29.5%</b>	29.50%		\$3,990		\$4,130		\$4,470		\$4,470	\$17,060
<b>Fringe Benefits for Leticia @ 9.5%</b>	9.50%		\$1,484		\$1,824		\$1,482		\$1,482	\$6,272
<b>PERSONNEL TOTAL</b>			<b>\$19,002</b>		<b>\$19,954</b>		<b>\$21,104</b>		<b>\$21,104</b>	<b>\$81,163</b>
<b>NON-PERSONNEL/OPERATING EXPENSES</b>										
Travel – Annual Network Conference in Sacramento			\$0							\$0
Travel - Network Trainings in Sacramento			\$0							\$0
Travel – Mileage			\$1,000		\$1,000		\$1,000		\$1,000	\$4,000
Office Supplies			\$500	\$0	\$100	\$0	\$250	\$0	\$250	\$1,100
Copier			\$0	\$0		\$0		\$0		\$0
Printing/Duplication			\$0							\$0
Education/Training Materials			\$0							\$0
Food Handling Certification			\$0	\$0		\$0		\$0		\$0
<b>TOTAL NON-PERSONNEL</b>			<b>\$1,500</b>	<b>\$0</b>	<b>\$1,100</b>	<b>\$0</b>	<b>\$1,250</b>	<b>\$0</b>	<b>\$1,250</b>	<b>\$5,100</b>
<b>OTHER COSTS</b>										
CX3 Community Liaisons	\$12.00	0	\$0	0	\$0	0	\$0	0	\$0	\$0
<b>TOTAL OTHER COSTS</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)</b>			<b>\$20,502</b>		<b>\$21,054</b>		<b>\$22,354</b>		<b>\$22,354</b>	<b>\$86,263</b>
<b>Indirect Costs</b>	<b>0.0%</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>	<b>\$0</b>
<b>TOTAL IN-KIND</b>			<b>\$20,502</b>	<b>\$0</b>	<b>\$21,054</b>	<b>\$0</b>	<b>\$22,354</b>	<b>\$0</b>	<b>\$22,354</b>	<b>\$86,263</b>

**SNAP-Ed Budget Justification  
CX3 Community Engagement Contractor  
February 26, 2013 – September 30, 2016**

***PERSONNEL***

**Leticia Romero, Project Coordinator (0.525 FTE in FFY 2013; .1846 FTE in FFY 2014; 0.313 FTE in FFY 2015 & 2016)  
(Lead Organizer)**

Coordinates recruitment of community members (residents) from identified CX3 neighborhoods to participate in the CX3 Community Liaison Leadership Training Program and CX3 Assessment Training. Provides oversight, support and mentoring to residents on partnership development, public health assessment and evaluation strategies related to increasing access and consumption of healthy foods and beverages and physical activity opportunities in SNAP-Ed approved neighborhoods. Assists with the development, implementation, and facilitation of a CX3 strategic community-driven action plans, county health forums, and community forums/town halls.

- FFY 2013 = 21 hours/week x 31 week @ \$24/hour = \$15,624
- FFY 2014 = 384 hours/year @ \$24/hour = \$9,216
- FFY 2015 = 12.5 hours/week @ \$24/hour = \$15,600
- FFY 2016 = 12.5 hours/week @ \$24/hour = \$15,600

**Teresa Lopez, Program Assistant (.1083 FTE in FFY 2014) (Community Organizer)**

Assists the Project Coordinator with support and mentoring to residents on partnership development, public health assessment and evaluation strategies related to increasing access and consumption of healthy foods and beverages and physical activity opportunities in SNAP-Ed approved neighborhoods. Will work with CX3 Community Liaisons from the Roseland and Southeast Santa Rosa neighborhoods.

- FFY 2014 = 104 hours/year @ \$24/hour = \$2,496

**Francisco Cano, Program Assistant (.1083 FTE in FFY 2014) (Community Organizer)**

Assists the Project Coordinator with support and mentoring to residents on partnership development, public health assessment and evaluation strategies related to increasing access and consumption of healthy foods and beverages and physical activity opportunities in SNAP-Ed approved neighborhoods. Will work with CX3 Community Liaisons from the Petaluma Payran/McKinley neighborhood.

- FFY 2014 = 104 hours/year @ \$24/hour = \$2,496

**SNAP-Ed Budget Justification  
CX3 Community Engagement Contractor  
February 26, 2013 – September 30, 2016**

**Ernesto Garay, Program Assistant (.2167 FTE in FFY 2014) (Community Organizer)**

Assists the Project Coordinator with support and mentoring to residents on partnership development, public health assessment and evaluation strategies related to increasing access and consumption of healthy foods and beverages and physical activity opportunities in SNAP-Ed approved neighborhoods. Will work with CX3 Community Liaisons from the Rohnert Park B-Section neighborhood.

- FFY 2014 = 208 hours/year @ \$24/hour = \$4,992

**Fringe Benefits:**

The average fringe benefits estimate is 29.5% of salaries, of which 20% is included in the budget. The remainder of fringe benefits expenses will be provided in-kind. Fringe benefits expenses include statutory benefits (i.e., medicare, social security, workers comp, CA disability insurance) and discretionary benefits (i.e., Medical/Dental/Vision, life insurance, retirement benefits, and long-term disability)

***NON-PERSONNEL / OPERATING EXPENSES***

**Travel – Annual Network Conference in Sacramento: \$846**

For one staff and one Community Liaison to attend the Annual Network Conference in Sacramento up to two (2) days. Mileage reimbursement rate is set at \$0.555/mile.

- FFY 2013: \$0 (*No conference*)
- FFY 2014: \$423 (  $\$80 = \$40 / \text{day} \times 1 \text{ staff and } 1 \text{ liaisons} + \$192 = \$84 \times 1 \text{ night}/1 \text{ staff \& } 1 \text{ liaison} + \$12 \text{ tax} \times 2 + \$115 = 206 \text{ miles RT} \times \$0.555 \times 1 \text{ car} + \$36 = \$18 / \text{day parking} \times 2 \text{ days}$  )
- FFY 2015: \$0 (*No conference*)
- FFY 2016: \$423 (  $\$80 = \$40 / \text{day} \times 1 \text{ staff and } 1 \text{ liaisons} + \$192 = \$84 \times 1 \text{ night}/1 \text{ staff \& } 1 \text{ liaison} + \$12 \text{ tax} \times 2 + \$115 = 206 \text{ miles RT} \times \$0.555 \times 1 \text{ car} + \$36 = \$18 / \text{day parking} \times 2 \text{ days}$  )

**Travel –Network Trainings in Sacramento: \$1,068**

For one staff to attend up to two (2) Network-Sponsored Skills Trainings in Sacramento, such as facilitation, sustainability, and program delivery trainings. Mileage reimbursement rate is set at \$0.555/mile.

- FFY 2013: \$267 ( $\$231 = 208.1 \text{ miles round trip} \times 2 \text{ meetings} \times \$0.555 \text{ cents} + \$36 = \text{parking for one car} (\$18 \text{ per daily fee} \times 2 \text{ days})$ )
- FFY 2014: \$267 ( $\$231 = 208.1 \text{ miles round trip} \times 2 \text{ meetings} \times \$0.555 \text{ cents} + \$36 = \text{parking for one car} (\$18 \text{ daily fee} \times 2 \text{ days})$ )
- FFY 2015: \$267 ( $\$231 = 208.1 \text{ miles round trip} \times 2 \text{ meetings} \times \$0.555 \text{ cents} + \$36 = \text{parking for one car} (\$18 \text{ daily fee} \times 2 \text{ days})$ )
- FFY 2016: \$267 ( $\$231 = 208.1 \text{ miles round trip} \times 2 \text{ meetings} \times \$0.555 \text{ cents} + \$36 = \text{parking for one car} (\$18 \text{ per daily fee} \times 2 \text{ days})$ )

<b>SNAP-Ed Budget Justification</b> <b>CX3 Community Engagement Contractor</b> <b>February 26, 2013 – September 30, 2016</b>
<p><b>Travel – Mileage:</b> \$4,634 Mileage for travel for paid staff to attend team meetings, local trainings, meeting with stakeholders, community forums, conduct site visits &amp; TBD. Mileage reimbursement rate is set at \$0.555/mile.</p> <ul style="list-style-type: none"> <li>• FFY 2013: \$1,110 (<i>285.7 miles / month x 0.555 cents/mile x 7 months with additional \$1,000 to be provided in-kind</i>)</li> <li>• FFY 2014: \$1849 (<i>275.1miles / month x 0.56 cents/mile x 12 months with additional \$1,000 to be provided in-kind</i>)</li> <li>• FFY 2015: \$721 (<i>108.3 miles / month x 0.555 cents/mile x 12 months with additional \$1,000 to be provided in-kind</i>)</li> <li>• FFY 2016: \$954 (<i>143.3 miles / month x 0.555 cents/mile x 12 months with additional \$1,000 to be provided in-kind</i>)</li> </ul>
<p><b>Office Supplies:</b> \$4,300 For supplies (such as pens, pencils, postage, notepads, paper, binders, flip charts, etc) for nutrition education, leadership training, and project activities.</p> <ul style="list-style-type: none"> <li>• FFY 2013: \$700 (<i>\$100/month x 7 months, with additional \$500 to be provided in-kind</i>)</li> <li>• FFY 2014: \$1,200 (<i>\$100/month x 12 months with additional \$100 to be provided in-kind</i>)</li> <li>• FFY 2015 \$1,200 (<i>\$100/month x 12 months with additional \$250 to be provided in-kind</i> )</li> <li>• FFY 2016 \$1,200 (<i>\$100/month x 12 months with additional \$250 to be provided in-kind</i>)</li> </ul>
<p><b>Copier:</b> \$0 In-house copier usage based on estimated monthly usage for the program.</p>
<p><b>Printing/Duplication:</b> \$0 Large-scale duplication jobs, production, printing, and lamination of relevant materials for trainings, meetings, and events.</p>
<p><b>Educational/Training Materials:</b> \$480 Costs to purchase and produce educational materials, such as pre-printed workbooks, posters, flyers, craft/small toys for dynamic activities for the trainings. Nutrition Education Materials required for the delivery of critical program services which have prior CDPH approval must comply with all State and Federal safety requirements with respect to production including Prop 65 requirements for lead content.</p> <ul style="list-style-type: none"> <li>• FFY 2013: \$120 (<i>\$4/person x 30/people</i>)</li> <li>• FFY 2014: \$0</li> </ul>

<b>SNAP-Ed Budget Justification</b> <b>CX3 Community Engagement Contractor</b> <b>February 26, 2013 – September 30, 2016</b>
<ul style="list-style-type: none"> <li>• FFY 2015: \$180 (\$4/person x 45/people)</li> <li>• FFY 2016: \$180 (\$4/person x 45/people)</li> </ul>
<p><b>Food Handling:-\$1,300</b></p> <p>Local food handling and other non-Network trainings and tastings required for Community Liaisons to conduct in-store tastings, store tours, etc.</p> <ul style="list-style-type: none"> <li>• FFY 2014 \$100</li> <li>• FFY 2015 \$600</li> <li>• FFY 2016 \$600</li> </ul>
<p><b>CX3 Community Liaisons: \$14,916</b></p> <p>For CX3 Community Liaisons who have completed the CX3 Community Liaison Leadership Training Program to participate in CX3 Assessment Training and conduct food assessments in qualifying CX3 neighborhoods, engage officials and stakeholders, assist in the development and implementation of a food access action plan, and assist in the implementation of at least one county health forum.</p> <ul style="list-style-type: none"> <li>• FFY 2013: \$3,504 (<i>\$12/hour x 292 hours</i>)</li> <li>• FFY 2014: \$3,924 (<i>\$12/hour x 327 hours</i>)</li> <li>• FFY 2015: \$3,744 (<i>\$12/hour x 312 hours</i>)</li> <li>• FFY 2016: \$3,744 (<i>\$12/hour x 312 hours</i>)</li> </ul>
<p><b>Indirect Costs</b></p> <p>18.81% of modified direct costs (total direct costs less subcontractors and equipment). The calculation is based on the Simplified Allocation Method as outlined on the “Certification Form for Indirect Costs” for FFY 2013.</p>

<b>Community Transformation Grant Budget</b> <b>Active Recess</b> <b>March 2013 – September 29, 2014</b>						
	Hourly Rate	Hrs	Feb 2012-Sept 2013	Hrs	Oct 2013 - Sept 2014	Total
<b>PERSONNEL</b>						
Francisco Cano, Business Liaison	\$22	366.4	\$8,061.42	651.5	\$26,258.58	\$34,320
<b>Personnel Subtotal</b>			<b>\$8,061.42</b>		<b>\$26,258.58</b>	<b>\$34,320</b>
<b>Fringe Benefits</b>	20.00%		\$1,612.29		\$5,251.71	\$6,864
<b>PERSONNEL TOTAL</b>			<b>\$9,673.71</b>		<b>\$31,510.29</b>	<b>\$41,184</b>
<b>NON-PERSONNEL/OPERATING EXPENSES</b>						
Travel		222.0	\$125.43	9188.5	\$5,145.57	\$5,271
Office Supplies					\$2,755.00	\$2,755
Printing/Duplication					\$2,000.00	\$2,000
Meeting Supplies						\$0
Stipends/Incentives						\$0
Educational Materials						\$0
Postage						\$0
Equipment					\$5,000.00	\$5,000
<b>TOTAL NON-PERSONNEL</b>			<b>\$125.43</b>		<b>\$14,900.57</b>	<b>\$15,026</b>
<b>OTHER COSTS</b>						
		0	\$0.00	0	\$0.00	\$0
<b>TOTAL OTHER COSTS</b>			<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0</b>
<b>TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)</b>			\$9,799.14		\$46,410.86	\$56,210
<b>Indirect Costs</b>	<b>0.0%</b>		\$0.00		\$0.00	\$0
<b>TOTAL</b>			\$9,799.14		\$46,410.86	\$56,210

<b>Community Transformation Grant In-Kind Budget</b>						
<b>Active Recess</b>						
<b>February 2013 – September 29, 2014</b>						
	<b>Hourly Rate</b>	<b>Hrs</b>	<b>Feb 2012-Sept 2013</b>	<b>Hrs</b>	<b>Oct 2013 -Sept 2014</b>	<b>Total</b>
<b>PERSONNEL</b>						
Francisco Cano, Business Liaison	\$22	0	\$0	0	\$0	\$0
Amy Chevrolet, Project Manager	\$35	104	\$3,640	208	\$7,280	\$10,920
<b>Personnel Subtotal</b>			<b>\$3,640</b>		<b>\$7,280</b>	<b>\$10,920</b>
<b>Fringe Benefits @29.5%</b>	29.50%		\$1,074		\$2,148	\$3,221
<b>Fringe Benefits for Francisco Cano @ 9.5%</b>	9.50%		\$179		\$147	\$306
<b>PERSONNEL TOTAL</b>			<b>\$4,892</b>		<b>\$9,575</b>	<b>\$14,447</b>
<b>NON-PERSONNEL/OPERATING EXPENSES</b>						
Travel						\$0
Office Supplies						\$0
Printing/Duplication						\$0
Meeting Supplies						\$0
Stipends/Incentives						\$0
Educational Materials						\$0
Postage						\$0
Equipment						\$0
Other						\$0
<b>TOTAL NON-PERSONNEL</b>			<b>\$0</b>		<b>\$0</b>	<b>\$0</b>
<b>OTHER COSTS</b>						
		0	\$0	0	\$0	\$0
<b>TOTAL OTHER COSTS</b>			<b>\$0</b>		<b>\$0</b>	<b>\$0</b>
<b>TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)</b>			<b>\$4,892</b>		<b>\$9,575</b>	<b>\$14,447</b>
<b>Indirect Costs</b>			\$0		\$0	\$0
<b>TOTAL IN-KIND</b>			<b>\$4,892</b>		<b>\$9,575</b>	<b>\$14,447</b>

<b>Community Transformation Grant Budget Active Recess February 2013 – September 29, 2014</b>
<b>PERSONNEL</b>
<p><b>Business Liaison (salary &amp; fringe benefits)</b></p> <p>The Business Liaison(s) will participate in required trainings and communicate with project staff. Business Liaison will act as the project liaison to small markets to provide technical assistance on implementation of the Healthy Food Outlet Project and promotion of healthy food and beverages related to improving the market's quality score. Whenever possible, the Business Liaison(s) will train and mentor Community Liaisons (i.e. residents) to act as business liaisons.</p>
<b>NON-PERSONNEL / OPERATING EXPENSES</b>
<p><b>Travel</b></p> <p>Mileage for travel to attend team meetings, local trainings, meeting with stakeholders, community forums, conduct site visits &amp; TBD. Mileage is reimbursed at the federal reimbursement rate.</p> <p>FFY 2013 - 56.5 cents/mile x 222 miles = \$125.43 FFY 2014 - .56 cents/mile x 9,188.5 miles = \$5,145.57</p>
<p><b>Office Supplies</b></p> <p>Supplies such as pens, pencils, postage, notepads, paper as needed for nutrition education and promotion activities.</p> <p>FFY 2014 - \$229.58/months x 12 months = \$2,755</p>
<p><b>Printing/Duplication</b></p> <p>Printing and duplication of large-scale duplication jobs, production, printing, and lamination of HFOP materials, including project toolkit and recognition banners and window clings. DHS staff will provide templates for toolkit and promotional materials.</p>
<b>Meeting Supplies \$0</b>
<b>Stipends/Incentives \$0</b>
<b>Educational Materials \$0</b>
<b>Postage \$0</b>
<p><b>Equipment</b></p> <p>Healthy checkout and/or produce displays for each of the 7 small markets. (up to \$500 per market x 10 markets=\$5,000)</p>

<b>HEAL Continuation Grant Budget &amp; In-Kind Budget South Santa Rosa Leadership Training &amp; Mentoring Program October 1, 2014 – December 31, 2014</b>				
	<b>Hourly Rate</b>	<b>Hrs</b>	<b>Budget</b>	<b>In-Kind Budget</b>
<b><i>PERSONNEL</i></b>				
Teresa Lopez, Community Organizers	35	172	\$ 6,020	\$ 10,920
			\$ -	
<b>Personnel Subtotal</b>			\$ 6,020	\$ 10,920
Fringe Benefits @	0.0%		\$ -	\$ -
<b>TOTAL PERSONNEL</b>			\$ 6,020	\$ 10,920
<b><i>NON-PERSONNEL / OPERATING EXPENSES</i></b>				
Travel			\$ 300	\$ 300
Office Supplies			\$ 305	\$ 100
Printing/Duplication				\$ 300
Teacher/Staff Stipends				
Materials and Supplies			\$ 200	\$ 100
Postage				\$ 50
<b>TOTAL NON-PERSONNEL</b>			\$ 805	\$ 850
<b><i>OTHER COSTS</i></b>				
Community Liaisons				
<b>TOTAL OTHER COSTS</b>			\$ -	\$ -
<b>TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)</b>			\$ 6,825	\$ 11,770
<b>Indirect Costs @</b>	2.6%		\$ 175	\$ 2,054
<b>TOTAL BUDGET</b>			<b>\$ 7,000</b>	<b>\$ 13,824</b>

Contractor to be paid on a time and materials/expense basis in accordance with the budget set forth above. However, the total payments to Contractor shall not exceed \$7,000 without the prior written approval of the County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; 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 noted in the budget and budget justification shall not be reimbursed.

<b>HEAL Continuation Grant Budget Justification</b> <b>South Santa Rosa Leadership Training &amp; Mentoring Program</b> <b>October 1, 2014 – December 31, 2014</b>
<b>PERSONNEL</b>
<p><b>Community Organizers</b> (14 hours a week at \$35.00 hour) - to provide follow-up and mentoring to graduates of the south Santa Rosa Leadership Training Program and residents in all training areas (i.e., community organizing, working with policy/decision makers, and engaging the media) in order to implement, promote and evaluate community-based projects aimed at improving access to healthy food and physical activity opportunities in the HEAL Zones.</p>
<b>NON-PERSONNEL / OPERATING EXPENSES</b>
<p><b>Travel</b> - Expenses include HEAL-CHI peer meetings and local travel. Local travel is reimbursed at the standard federal mileage rate set by the IRS each year (e.g., current \$0.56/mile for 2014).</p>
<p><b>Office Supplies</b> - Paper, Binders, Poster Boards, Markers, Flip Charts, etc for program meetings, trainings and events.</p>
<p><b>Printing/Duplication</b></p>
<p><b>Teachers/Staff Stipends</b></p>
<p><b>Materials &amp;Supplies</b> - Snacks for meetings and outings</p>
<p><b>Postage</b></p>
<b>OTHER COSTS</b>
<p><b>Community Liaisons</b> -</p>
<p><b>Indirect costs</b> - Calculated at 12% of Direct Costs, to support administrative overhead expenses incurred by the contractor. Of that, 2.6% is being requested, and the additional 9.4% is being provided in-kind. These expenses included rent, utilities, maintenance and depreciation of office equipment, accounting services, etc.</p>

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## **Exhibit C. Insurance Requirements**

**(Template 3 – Rev 2014 Aug 5)**

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

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

### 1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.
- e. If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

### 2. General Liability Insurance

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

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

### 3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

### 4. Standards for Insurance Companies

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

### 5. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
- b. The name and **address** for Additional Insured endorsements and Certificates of Insurance is:

**County of Sonoma (DHS)  
Contract & Board Item Development Unit  
3313 Chanate Road  
Santa Rosa CA 95404**

- 
- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
  - d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
  - e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

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

7. Material Breach

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



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Diane Kaljian 565-5950  
Chris Bingham 565-5955

**Supervisorial District(s):**

All

**Title:** Grant for the State of California, Department of Veterans Affairs, Mental Health Services Act, Proposition 63

### **Recommended Actions:**

Authorize the Director of Human Services Department to sign and execute a grant agreement for \$25,000 with the State of California, Department of Veterans Affairs for the period of November 1, 2014 through September 30, 2015. The grant funds will provide mental health outreach for men and women veterans who have experienced military sexual trauma.

### **Executive Summary:**

The Human Services Department submitted an application for funding to the State of California Department of Veterans Affairs for 2014-2015 Proposition 63 Funding for Mental Health Outreach and Services. The Department was awarded \$25,000.

As the lead agency, the Adult and Aging Services Division, Veteran Services Office, will subcontract with Verity to continue the agency's **Forgotten Warriors Project**, which currently provides mental health services to female veterans. This funding will support the agency's provision of specialized, trauma-informed advocacy, wraparound case management, and effective intervention services in English and Spanish to veterans, both men and women, who have been victims of Military Sexual Trauma (MST) during their service or service training.

The project goal is to improve long-term health indicators for men and women veterans in Sonoma County that will ease their transition back to the civilian world.

By September 30, 2015, the **Forgotten Warriors Project** will:

- Increase access to comprehensive services for MST survivors and their families;
- Decrease veterans' symptoms of anxiety, such as need for medication and desire to commit self-harm;

- Increase veterans' ability to return to work/school and access the support services they need; and,
- Improve veterans' capacity to build and maintain positive relationships with significant others, friends and family members through a system of wraparound advocacy and support for MST survivors and their families.

As the lead agency, the Adult and Aging Services Division will provide project oversight, program and fiscal administration, monitoring, and contract reporting of the **Forgotten Warrior Project** to the State of California, Department of Veterans Affairs. Verity is Sonoma County's sole provider of these highly specialized services. This status was reviewed and approved by Sonoma County Purchasing. This funding will allow continuation of the **Forgotten Warrior Project** through September of 2015.

**Prior Board Actions:**

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

Mental health outreach and services for men and women veterans who have experienced military sexual trauma will improve long-term health indicators for veterans in Sonoma County and ease their transition back to the civilian world.

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 25,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 25,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 25,000</b>	<b>Total Sources</b>	<b>\$ 25,000</b>

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

This funding will be included in the 1<sup>st</sup> Quarter FY 14-15 Consolidated Budget Request.

**Staffing Impacts**

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

<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
None.			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Department of Veterans Affairs Contract			



## 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:** October 7, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sheriff's Office

**Staff Name and Phone Number:**

Monique Chapman – 565-3916

**Supervisorial District(s):**

All Supervisorial Districts

**Title:** Amendment No.1 to Agreement for Law Enforcement Canine Training Services

### **Recommended Actions:**

Authorize the Sheriff to execute the Amendment No. 1 to the Agreement with Golden Gate K9, LLC, for law enforcement training services to extend the term for one additional year, through December 31, 2015, and amend the fee schedule at no additional cost.

### **Executive Summary:**

The Sheriff's Office is requesting authorization to execute an amendment to the agreement with Golden Gate K9, LLC for canine law enforcement training services to extend the term. The original contract is for \$120,000 and is due to expire December 31, 2014. This amendment will extend the contract through December 31, 2015 and will update the fee schedule. Contract expenditures paid to date total \$66,307, which includes monthly canine proficiency training and the purchase and initial training of two new canines. Based on estimated expenditures through December 31, 2015, we anticipate no additional costs will result from this amendment.

Background. The Sheriff's Office has maintained a Patrol master protection canine program for over 30 years, and currently has six canine teams (canine and handler). In addition, the Sheriff's Office maintains a narcotics canine program which trains canines to assist deputies in locating hidden narcotics during patrol stops and the execution of search warrants. The County contracts with canine trainers for the purpose of training both the canines and their respective deputy handlers. Canines, handlers, and trainers are not interchangeable. Different trainers have different police dog training philosophies and their own unique training style and methods. Handlers are responsible for developing a successful relationship with their assigned canines. A handler and canine train together as a canine unit; trainers teach the handler and canine to respond to law enforcement scenarios as a canine unit.

The Sheriff's Office entered into an interim agreement with Golden Gate K9 in February, 2012, for law enforcement canine training services until a new provider could be selected through a Request for Proposal (RFP) process. On January 8, 2013, your Board authorized the Sheriff to enter into an

agreement through December 31, 2014 for law enforcement canine training services with Golden Gate K9 after they were selected through a RFP process. Golden Gate K9 is based in Santa Rosa and currently contracts with other agencies for similar law enforcement canine training services. The Sheriff's Office has been satisfied with Golden Gate K9's training services.

Request. The Sheriff's Office is requesting to extend the agreement with Golden Gate K9 for an additional year, through December 31, 2015, which will allow the current canine training program to continue without disruption. For the additional year, the fee schedule will be amended to allow for some changes to canine purchase and training rates, boarding rates, and court appearance and preparation costs. No additional General Fund appropriations are requested with these changes. The total contract costs will remain at \$120,000.

At the end of the amended term, the Sheriff's Office intends to solicit a new provider of law enforcement canine training services through a RFP process.

**Prior Board Actions:**

1/8/2013: Board authorized the Sheriff to enter into an agreement for law enforcement canine training services for the period of January 1, 2013 through December 31, 2014.

3/13/2012: Board approved Agreement for Law Enforcement Canine Training Services with Golden Gate for the term of February 28, 2012 through December 31, 2012.

Board approved agreements for narcotics and law enforcement canine training services with Master K-9 on 9/26/07, 11/06/07, and 9/22/09. The agreement with Master K-9 was terminated on 1/16/12.

9/30/03: Board approved an agreement for patrol canine training services with Jamarck, and authorized up to two, one-year extensions to the Agreement on 6/15/06.

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

An amendment to the Agreement for Law Enforcement Canine Training Services will help achieve a safer community by continuing essential training services of the Sheriff's Office canine teams. This training will ensure the quality of the narcotic detection and master protection services provided within the community for an additional year.

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 45,227	County General Fund	\$ 45,227
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 45,227</b>	<b>Total Sources</b>	<b>\$ 45,227</b>

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

Though no additional funds are requested for the proposed amendment, anticipated expenditures for FY 14-15 total \$45,227, which includes costs for canine training services provided to the City of Sonoma and the Town of Windsor through law enforcement services contracts. These anticipated expenditures are included in the FY 14-15 adopted budget.

**Staffing Impacts**

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

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

**Attachments:**

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

Amendment No. 1 to Agreement for Law Enforcement Canine Training Services



## 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:** October 7, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sheriff's Office

**Staff Name and Phone Number:**

Susan Stark, 565-3116

**Supervisorial District(s):**

ALL

**Title:** Annual Inmate Welfare Trust Fund Report

### **Recommended Actions:**

Accept the Fiscal Year 2013-2014 Annual Inmate Welfare Trust Fund Report

### **Executive Summary:**

California Penal Code Section 4025 (c) requires that this itemized annual report of the activity of the Inmate Welfare Trust Fund be submitted to the Board of Supervisors for review. Accordingly, the Fiscal Year 2013-2014

Annual Inmate Welfare Report is attached for the Board's information and review.

The California Penal Code allows the Sheriff to authorize expenditures from this Trust Fund for items or programs primarily for the benefit, education, and welfare of the inmates confined within the Sonoma County detention facilities. Any funds that are not needed for the benefit, welfare, and/or education of the inmates may be expended by the Sheriff for the maintenance of jail facilities or for other programs as deemed appropriate by the Sheriff. Inmate Welfare funds must be expended in accordance with the California Penal Code, Section 4025(e).

The Sheriff is also authorized to operate a jail store, known as the Inmate Commissary, to sell goods to inmates. The Inmate Commissary is operated through the Jail Stores Trust Fund. Sale prices are determined by the Sheriff and all profits from the operation of the jail stores are deposited in the Inmate Welfare Trust Fund to be kept in the Treasury of the County. Expenditures from the Jail Stores Trust are primarily for the purchase of goods sold (inventory) to inmates through the commissary. The profit generated from these sales is transferred to the Inmate Welfare Trust and combined with other revenues to fund various inmate programs such as: Starting Point (an inmate alcohol and drug treatment program), Friends Outside (a non-profit agency providing support to inmates and their families), and several educational classes, including GED classes.

**FY 13-14 Financial Summary**

The FY 13-14 Annual Inmate Welfare Report reflects a prior year fund balance of \$82,800 for the Jail Stores Trust (JST). The FY 13-14 revenues for the JST were \$1,404,328 and expenditures were \$1,396,187 for a FY13-14 net gain to the Trust of \$8,141. This resulted in a JST ending fund balance of \$90,941 for FY 13-14. Expenditures included an operating transfer of profits from the JST to the Inmate Welfare Trust (IWT) as explained above. The JST ending fund balance for FY 12-13, FY 13-14, and projected balance for FY 14-15 are also shown in the table below.

Revenues for the Inmate Welfare Trust were \$ 826,201. Operating expenditures totaled \$663,162 for a net gain of \$163,039. The balance in the Inmate Welfare Trust Fund for fiscal years FY 12-13, FY 13-14, and projected balance for FY 14-15 are also shown in the table below. The IWT fund balance is reserved for unexpected shortfalls in revenues or to pay for unanticipated expenditures. Over the course of the existence of the IWT and JST funds, there have been periods when the funds have failed to generate profit. Therefore, a fund balance is maintained to cover any such shortages. Revenues from inmate phone commissions are expected to decrease as a result of a Federal Communications Commission ruling that took effect February 11, 2014. This ruling reduces inmate phone commission revenues earned from the inmates’ interstate phone calls. The Sheriff’s Office is continually monitoring the inmate phone commission revenues to assess the full impacts of this change and any potential future changes.

				Projected
ENDING FUND BALANCE		<u>FY 12-13</u>	<u>FY 13-14</u>	<u>FY 14-15</u>
IWF	\$ 364,451	\$527,490	\$ 660,891	
JST	\$ 82,800	\$ 90,941	\$ 90,941	
	\$ 447,251	\$618,431	\$ 751,832	

**FY 14-15 Budget**

The FY 14-15 budgets for the Inmate Welfare Trust Fund and Jail Stores Trust Fund are a continuation of the programs and services provided for in FY 13-14. This budget projects that the ending balance for Inmate Welfare Trust will increase by \$133,401 and the Jail Stores Trust balance will not change. Both budgets are attached for reference (Attachment C).

**Prior Board Actions:**

- Annual Review of the Inmate Welfare Trust Fund Report
- Resolution #20165 establishing the Jail Stores Trust Fund and Inmate Welfare Trust Funds

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

The funds described in this report provide funding for programs primarily for the benefit, education, and welfare of the inmates confined within the Sonoma County detention facilities.

**Fiscal Summary - FY 13-14**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 1,963,287		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 1,963,287
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

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

This represents the combined estimated expense associated with the operation of the Inmate Welfare and Jail Stores Trusts for FY 14-15 (all expenditures are funded by the Trusts).

**Staffing Impacts**

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

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

**Attachments:**

Fiscal Year 2013-2014 Annual Inmate Welfare Trust Fund Reports & FY 14-15 IWT and JST budgets

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



# Sonoma County Sheriff's Office

STEVE FREITAS  
Sheriff-Coroner

LORENZO DUEÑAS  
Assistant Sheriff  
Law Enforcement Division

RANDALL WALKER  
Assistant Sheriff  
Detention Division

**DATE:** October 7, 2014  
**TO:** Sonoma County Board of Supervisors  
**SUBJECT:** Fiscal Year 2013-2014 Annual Inmate Welfare Trust Fund Report

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The purpose of this report is to meet the requirement outlined in the California Penal Code, Section 4025 (e), which requires that an itemized report of trust fund revenues and expenditures be submitted annually to the Board of Supervisors.

There are two separate trust funds used in the inmate welfare accounting system. They are the Jail Stores Trust Fund and the Inmate Welfare Trust Fund. The Jail Stores Trust Fund was established for use as an operating fund for the Inmate Commissary. The Inmate Welfare Trust Fund holds money to be spent by the Sheriff, primarily for the benefit, education and welfare of inmates confined within the jail. Any funds that are not needed for the welfare of the inmates may be spent for the maintenance of county jail facilities or as otherwise deemed appropriate by the Sheriff.

## Jail Stores Trust Fund

Revenues generated to this fund come from commissary sales, inmate vending machine sales, aluminum can recycling, and prior year revenue. Expenditures fall into five categories: Salary/Benefits, merchandise expenses, operating expenses, operational transfers to the Inmate Welfare Trust, and tax payments. Profit generated from the operation of the commissary is a significant source of revenue for the Inmate Welfare Trust. Attachment "A" is a detailed summary of the revenues and expenditures for FY 13-14.

## Inmate Welfare Trust Fund

The Inmate Welfare Trust Fund is managed through the Inmate Welfare Trust Committee. The Sheriff or his designee has final authority over all Inmate Welfare Trust Fund activities. Revenues received in this fund are derived from the following sources: interest generated from the fund balances of both trust funds, vending machine commissions, inmate telephone commissions, miscellaneous revenues, and transfer from the Jail Stores Trust (profit from various sources).

*Expenditures from the Inmate Welfare Trust Fund meet the guidelines outlined in the Penal Code, Section 4025 (e), which states: "The money and property deposited in the inmate welfare trust fund shall be expended by the Sheriff primarily for the benefit, education, and welfare of the inmates confined within the jail. Any funds that are not needed for the welfare of the inmates may be expended for the maintenance of county jail facilities. Maintenance of county jail facilities may include, but is not limited*

*to, the salary and benefit of personnel used in programs to benefit the inmates, including but not limited to, education, drug and alcohol treatment, welfare, library, accounting, and other programs deemed appropriate by the Sheriff"*

Attachment "B" is a detailed summary of the revenues and expenditures for FY 13-14.

ATTACHMENT "A"

**Jail Stores Trust Fund  
FY 13-14**

<b><u>Beginning Fund Balance</u></b>		<b>\$ 82,800</b>
 <b><u>Revenues</u></b>		
Commissary Sales 4040		\$ 1,351,205
Vending Machine Sa 4020		\$ 52,789
Recycling Revenue		\$ 334
Cancelled checks		\$ -
	<b>Total Revenues</b>	<b><u>\$ 1,404,328</u></b>
 <b><u>Expenditures</u></b>		
Salary/Benefits 6500		\$ 216,436
Merchandise Expenses		\$ 660,253
Notions	\$ 56,909	
Telephone Cards	\$ 137,600	
Snacks	\$ 366,988	
Stationary	\$ 6,256	
Postage	\$ 42,914	
Vending	\$ 49,585	
Operating Expenses		\$ 56,026
Uniforms	\$ 1,070	
Supplies	\$ 1,079	
Overhead	\$ 36,441	
Repairs	\$ 1,423	
Printing	\$ 3,492	
Data Processing	\$ 4,521	
Audit	\$ 8,000	
Operational Transfers		\$ 452,124
Transfer to Inmate Welfare Trust (IWT)	\$ 300,000	
Phone Card Revenue to IWT	\$ 152,124	
Taxes		
Sales Tax		\$ 11,348
	<b>Total Expenditures</b>	<b><u>\$ 1,396,187</u></b>
	<b>Net Gain (Loss)</b>	<b><u>\$ 8,141</u></b>
 <b><u>Ending Fund Balance</u></b>		 <b>\$ 90,941</b>

ATTACHMENT "B"

**Inmate Welfare Trust Fund  
FY 13-14**

**Beginning Fund Balance** \$ 364,451

**Revenues**

Interest	\$	4,780
Vending Commissions	\$	20,309
Telephone Commissions	\$	270,550
Intake Bag Reimbursement	\$	26,876
GovPayEXP	\$	4,479
Bail Bond Advertising	\$	36,000
Touch Pay Messaging	\$	1,945
Prior Year		
Miscellaneous Revenue	\$	9,137
Transfers from Jail Stores Trust - Phone Cards	\$	152,124
Transfers from Jail Stores Trust	\$	300,000
<b>Total Revenues</b>	<b>\$</b>	<b>826,201</b>

**Expenditures**

Repairs to Inmate Equipment	\$	-
Starting Point	\$	215,080
Salary Reimbursement Costs	\$	194,049
Program Officer	\$	179,836
Detention Assistant (Reading Program)	\$	14,213
Repairs to Signage	\$	2,168
Postage	\$	268
Inmate Newspapers	\$	5,605
Inmate Printing	\$	75
Scantron Scanners	\$	21,152
DIRECTV	\$	1,289
Inmate Equipment	\$	31,420
Games/Athletic Equipment	\$	1,913
Legal Research Associates (LRA)	\$	38,289
Inmate Education Programs	\$	93,860
Sonoma County Office of Education (SCOE)		
California Parenting Program		
Literacy Program		
Goodwill Job Training Program		
Creative Conflict Resolution Classes		
Supplies		
Friend Outside Services	\$	30,365
Welfare Bags	\$	14,379
Audit	\$	13,250
Miscellaneous	\$	-
<b>Total Expenditures</b>	<b>\$</b>	<b>663,162</b>
<b>Net Gain (Loss)</b>	<b>\$</b>	<b>163,039</b>

**Ending Fund Balance** \$ 527,490

## Attachment C

### IWT - FY 14-15 Budget

Sub-Object Title	Actual FY 11-12	Actual FY 12-13	Actual FY 13-14	Projected FY 14-15 (3 yr Average)
1700 INTEREST ON POOLED CASH	\$ 5,037.53	\$ 5,371.11	\$ 4,779.92	\$ 5,062.85
1851 RENT - VENDING MACHINES	16,341.10	18,371.57	20,308.64	18,340.44
1852 RENT - PAY PHONES	193,815.11	215,405.88	270,550.00	226,590.33
1900 FOOD/BEVERAGE	26,511.19	27,972.41	26,876.07	27,119.89
3043 ACCOUNTING CHARGES	3,517.50	3,774.75	4,479.30	3,923.85
3202 ADVERTISING	34,920.00	35,040.00	36,000.00	35,320.00
3600 OTHER CHARGES FOR SVCS	1,165.00	2,116.00	1,945.00	1,742.00
3980 REVENUE APPLIC TO PY	4,501.15	-	-	1,500.38
4040 MISCELLANEOUS REVENUE	10,272.09	9,945.67	9,137.38	9,785.05
4102 DONATIONS/REIMBURSEMENTS	33.00	-	-	11.00
4620 UNCLM-OT-WITHIN A FUND	175,298.00	746,367.58	452,124.20	446,989.89
<b>Total Revenue</b>	<b>\$ 471,411.67</b>	<b>\$ 1,064,364.97</b>	<b>\$ 826,200.51</b>	<b>\$ 776,385.68</b>
6020 CLOTHING/PERSONAL	\$ -	\$ 189.77	\$ -	\$ 63.26
6140 MAINTENANCE-EQUIPMENT	1,536.69	433.00	-	656.56
6180 MAINT-BLDGS/IMP	-	-	2,167.68	722.56
6300 MISCELLANEOUS EXPENSE	367,282.00	361,730.38	394,916.00	374,642.79
6400 OFFICE EXPENSE	-	-	75.28	25.09
6401 OFFICE EXP-INVENTORY	-	-	21,152.38	7,050.79
6410 POSTAGE	61.54	161.42	267.50	163.49
6415 BOOKS/PERIODICALS	5,461.94	7,679.26	5,604.65	6,248.62
6500 PROFESSIONAL SERVICES	8,873.21	11,590.31	14,212.96	11,558.83
6540 CONTRACT SERVICES	29,000.00	29,000.00	30,365.31	29,455.10
6630 AUDIT/ACCOUNTING SERVICES	8,000.00	8,000.00	13,250.00	9,750.00
6820 RENTS/LEASES-EQUIPMENT	1,089.94	6,434.42	1,288.81	2,937.72
6880 SMALL TOOLS/INSTRUMENTS	3,577.96	8,731.45	1,913.17	4,740.86
7000 SPECIAL DEPARTMENTAL EXP	33,211.55	33,354.83	31,420.30	32,662.23
7620 INMATE LIBRARY	46,236.00	44,566.00	38,289.00	43,030.33
7622 INMATE EDUCATION	80,583.00	129,232.00	93,860.00	101,225.00
7653 INDIGENT BURIALS	23,255.73	16,519.69	14,378.88	18,051.43
<b>Total Expenditures</b>	<b>\$ 608,169.56</b>	<b>\$ 657,622.53</b>	<b>\$ 663,161.92</b>	<b>\$ 642,984.67</b>
<b>Projected Change in Fund Balance</b>	<b>\$ (136,757.89)</b>	<b>\$ 406,742.44</b>	<b>\$ 163,038.59</b>	<b>\$ 133,401.01</b>

## Attachment C

### JST - FY 14-15 Budget

Sub-Object Title	Actual FY 11-12	Actual FY 12-13	Actual FY 13-14	Projected FY 14-15 (3 yr Average)
1900 CONCESSIONS - FOOD/BEVERAGE	\$ 163.72	\$ 327.07	\$ 334.13	\$ 274.97
4020 OTHER SALES	42,622.36	48,085.95	52,788.62	47,832.31
4040 MISCELLANEOUS REVENUE	1,195,713.65	1,259,938.69	1,351,204.76	1,268,952.37
4109 OUTDATE/CANCEL WARRANTS	-	9,728.00	-	3,242.67
<b>Total Revenue</b>	<b>\$ 1,238,499.73</b>	<b>\$ 1,318,079.71</b>	<b>\$ 1,404,327.51</b>	<b>\$ 1,320,302.32</b>
6020 CLOTHING/PERSONAL	\$ 49,411.26	\$ 49,480.04	\$ 56,909.28	\$ 51,933.53
6021 UNIFORM EXPENSE	-	-	1,070.40	356.80
6045 TELEPHONE SERVICE CHARGE	137,600.00	124,700.00	137,600.00	133,300.00
6060 FOOD	301,522.12	325,029.77	366,988.06	331,179.98
6140 MAINTENANCE-EQUIPMENT	-	1,015.10	1,422.67	812.59
6300 MISCELLANEOUS EXPENSE	9,277.00	9,849.00	11,348.00	10,158.00
6400 OFFICE EXPENSE	7,292.58	7,069.74	6,256.23	6,872.85
6410 POSTAGE	44,978.00	53,276.25	42,914.35	47,056.20
6430 PRINTING SERVICES	1,902.19	3,619.05	3,491.54	3,004.26
6461 SUPPLIES/EXPENSES	2,392.88	1,612.12	1,078.97	1,694.66
6500 PROFESSIONAL/SPECIAL SERVICES	182,123.10	207,275.92	216,436.04	201,945.02
6540 CONTRACT SERVICES	42,353.49	47,549.25	49,584.89	46,495.88
6573 ADMINISTRATION COSTS	20,516.00	19,880.00	36,441.00	25,612.33
6630 AUDIT/ACCOUNTING SERVICES	8,000.00	8,000.00	8,000.00	8,000.00
7400 DATA PROCESSING	4,590.00	5,560.00	4,521.00	4,890.33
8620 UNCLM-OT-WITHIN A FUND	175,298.00	746,367.58	452,124.20	446,989.89
<b>Total Expenditures</b>	<b>\$ 987,256.62</b>	<b>\$ 1,610,283.82</b>	<b>\$ 1,396,186.63</b>	<b>\$ 1,320,302.32</b>
<b>Projected Change in Fund Balance</b>	<b>\$ 251,243.11</b>	<b>\$ (292,204.11)</b>	<b>\$ 8,140.88</b>	<b>\$ -</b>



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 22  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sheriff's Office

**Staff Name and Phone Number:**

Christel Querijero 565-3923

**Supervisorial District(s):**

All

**Title:** Agreement for Helicopter Maintenance Services

### **Recommended Actions:**

Authorize the Sheriff to execute the Agreement with Rotorcraft Support, Inc. for helicopter maintenance services for the term October 1, 2014 through March 31, 2015 for an amount not to exceed \$147,000.

### **Executive Summary:**

This item requests the Board to authorize the Sheriff to execute a short-term Agreement for Helicopter Maintenance Services with Rotorcraft Support, Inc. (RSI). Helicopter Unit operations staff and the current service provider, Kaiser Air, Inc. (Kaiser) mutually agree that the vendor has had difficulty providing consistent service, therefore a short-term agreement with another provider is necessary to ensure continuity of service.

Background. Since 2008, the County's law enforcement helicopter, Henry-1, has provided law enforcement and search and rescue services throughout Sonoma County. Regular maintenance is an essential component of continued operation. The helicopter maintenance program ensures the aircraft is airworthy and in compliance with Federal Aviation Administration directives and regulations. Historically, the Board approved budget appropriations to support 500 annual flight hours. In FY 12-13, flight hours were reduced to 300 flight hours as a result of budget reductions; in FY 14-15, 300 flight hours are budgeted.

In January 2008, the Board approved the Sheriff's Office proposal to bring the Helicopter program in-house as a County-owned, County-operated program. The proposal included a County-owned helicopter, a Bell BH407 (Henry-1). As a result of a Request for Proposal (RFP) process, the Sheriff's Office selected RSI to provide helicopter maintenance services. The Board authorized the Sheriff to sign an Agreement for Helicopter Maintenance Services with RSI beginning March 11, 2008 through June 30, 2011. On June 22, 2010, as part of the County's Voluntary Vendor Cost Reduction Initiative, the Agreement with RSI was amended to extend the term for one year; RSI also reduced helicopter equipment parts rates by 10%. On June 12, 2012, the Board authorized a second amendment to the

Agreement with RSI to extend the term through December 31, 2012 in order to allow sufficient time for a new RFP process to be completed. In April 2012, the Sheriff's Office issued an RFP for helicopter maintenance services. Kaiser Air Inc., a privately held California corporation with offices in Santa Rosa and Oakland, was selected. The County entered into a three-year agreement for the term January 1, 2013 through June 30, 2015. Under this Agreement, the Sheriff's Office has benefited from generally reduced service response time from this local service provider, however Kaiser's staffing and other issues have presented challenges to ensuring service continuity. The Sheriff's Office has expressed to Kaiser its intent to terminate the current agreement once the RSI agreement has been approved and executed.

A new RFP for these services was released on September 9, 2014. We anticipate notification of an award in late October 2014. The Sheriff's Office hopes to identify a reliable service provider willing to enter into a three-year maintenance services agreement. Given the length of time needed to process the RFP, contract, and Board documents, Sheriff's Office staff consulted with the County Purchasing Agent and was approved to enter into the requested short-term agreement with RSI. The scope of services is similar to the current agreement and labor and parts rates are comparable. The term of the Agreement is from October 1, 2014 through March 31, 2015. Contract payments under the Agreement will not exceed \$147,000, which is approximately half of the amount budgeted in FY 14-15 for Helicopter Unit contract services, parts, and equipment maintenance.

**Prior Board Actions:**

- 1/2013 – Board approves two-year agreement with Kaiser Air, Inc.
- 6/2012 – Board approves second, one-year extension with RSI to allow Sheriff's Office time needed to complete new RFP
- 6/2010 – Board approves one-year extension with RSI under Vendor Cost Reduction Initiative
- 3/2008 – Board approves three-year agreement with RSI
- 1/2008 – Board approves Sheriff's proposal to bring helicopter program in-house and long-term helicopter lease including a helicopter maintenance services agreement with RSI

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

Ensuring continuity of helicopter maintenance service through this short-term services agreement will allow the Sheriff's Office to continue to perform rescues and maximize Henry-1 availability to participate in law enforcement events, which promotes a safer community.

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 147,000	County General Fund	\$ 147,000
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 147,000</b>	<b>Total Sources</b>	<b>\$ 147,000</b>

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

\$294,318 is the total amount budgeted for helicopter maintenance including parts and labor. The six-month, short-term agreement requested has a not-to-exceed amount of \$147,000, or approximately half the amount budgeted for FY 14-15.

**Staffing Impacts**

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

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

**Attachments:**

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

Agreement for Helicopter Maintenance Services



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 23  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Susan Klassen (707) 565-2231

**Supervisorial District(s):**

Fourth

**Title:** Engineering Design for Geysers Road Bridge over Frasier Creek

### **Recommended Actions:**

Authorize the Chair to sign an agreement with TRC Engineers for engineering design services for the Geysers Road Bridge over Frasier Creek in the amount of \$559,261, which includes a 10% contingency, with a term ending December 31, 2016.

### **Executive Summary:**

The staff of the Department of Transportation and Public Works is requesting the Board approve an agreement with TRC Engineers for engineering design services for the Geysers Road Bridge over Frasier Creek (C11005) in the amount of \$559,261.00, which includes a 10% contingency, with a term ending December 31, 2016.

This project will replace the existing structurally deficient one lane Geysers Road Bridge (20C0227) over Frasier Creek with a new two lane bridge designed to meet current standards. This includes improvements to the roadway approaches and appurtenant facilities. The CEQA and NEPA documents for this project will be prepared by PRMD environmental staff. The replacement bridge will comply with current roadway, drainage and bridge standards and accommodate the 100-year storm event with freeboard as specified by the County of Sonoma. Roadway improvements will conform to the County General Plan and Public Road Standards for the appropriate road classification including design speed, maximum grade and minimum centerline curve radius. Bridge improvements will conform to the latest California Department of Transportation (Caltrans) specifications. The project does not increase vehicular traffic capacity, but will provide two traffic lanes with shoulders. Due to the low traffic volume on Geysers Road, pedestrians, bicycles and vehicles will share the travel lanes and shoulders. This project is federally funded and must satisfy all requirements under the Federal Highway Bridge Program criteria, including approval by Caltrans. Services provided under the proposed agreement will include preliminary engineering, field investigation, structural design, and preparation of final plans, specifications, and estimates.

The total cost of the project is estimated to be \$4,400,000. Project is 100% funded with Highway Bridge Program dollars, no local match required. Appropriations are included in the FY 14-15 Roads Capital Improvements budget.

In Spring of 2012 the Department advertised a Request for Qualifications (RFQ) in a newspaper of general circulation for thirty days and received 24 qualification statements from bridge consultants. The proposals were evaluated and ranked based on each consultant's response to the following criteria: experience, project team and key staff, technical ability, relevant project experience, federal project experience and project approach. Local preference was not used in the selection of a consultant for this project as Federal guidelines do not allow for it. A selection committee created a short list of eight consultants. From that list, TRC Engineers was selected due to the geographic proximity of this project to other projects, in order to use resources as efficiently as possible.

Agreement approved as to form by County Counsel.

**Prior Board Actions:**

None.

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

This project invests in the future by replacing aging public infrastructure.

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 559,261		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 559,261
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 559,261</b>	<b>Total Sources</b>	<b>\$ 559,261</b>

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

Appropriations are included in the FY 14-15 Capital Improvements budget.

**Staffing Impacts**

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

<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
List of RFQ responders			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Agreement			

## Respondents to RFQ for Bridge Design Consultants

<u>Firm</u>	<u>Location</u>
OPAC Consulting Engineers	San Francisco, CA
Moffatt & Nichol	Oakland, CA
TRC Engineers, Inc	Rancho Cordova, CA
CH2M Hill	Sacramento, CA
Drake Haglan and Associates	Rancho Cordova, CA
Blackburn Consulting	Auburn, CA
HDR Engineering, Inc	Folsom, CA
Quincy Engineering, Inc	Sacramento, CA
URS	Roseville, CA
Creegan + D'Angelo Infrastructure Engineers	San Francisco, CA
Dokken Engineering	Folsom, CA
Transportation Infrastructure Group	Pleasanton, CA
AECOM	Sacramento, CA
Mark Thomas & Company	Sacramento, CA
Nolte Vertical Five	Sacramento, CA
ANWest, Inc.	Richmond, CA
Wildan Engineering	Sacramento, CA
MGE Engineering, Inc	Sacramento, CA
APEX Civil Engineering	Orangevale, CA
Morris Engineering	Redwood Valley, CA
ISL Engineering	Valley Springs, CA
Moe Engineering, Inc.	Santa Rosa, CA
Caltrop	Santa Rosa, CA
MKM & Associates	Santa Rosa, CA



County of Sonoma  
Agenda Item  
Summary Report

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

**Agenda Item Number:** 24  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Unanimous

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

**Staff Name and Phone Number:**

Susan Klassen, 707-565-2231

**Supervisorial District(s):**

Second and Fifth Supervisorial Districts.

**Title:** Agreement Between the City of Cotati and the County of Sonoma for Landfill Leachate Transfer through the Cotati Trunk Sewer Line.

**Recommended Actions:**

Authorize the Chair to execute a 30-year Agreement between the County of Sonoma and Cotati to allow for transfer of leachate through the Cotati trunk sewer line for an initial payment of \$250,000 along with an annual fee of \$36,567.

**Executive Summary:**

Staff is recommending the approval of an Agreement with the City of Cotati for the conveyance of leachate generated at the Central Disposal Site to be transported through the Cotati sewer trunk line to the Santa Rosa Waste Water Treatment Plan. Agreement highlights include:

- A 30-year commitment between parties for shared use of the line.
- \$250,000 initial payment to the City of Cotati.
- \$36,567 annual fee to City of Cotati, with no cost escalators throughout the entire 30-year agreement.
- 34-million-gallons-average leachate conveyance will be allowed per year based on a five-year running average with no yearly conveyance limit.
- Limited to carrying leachate from the Central Disposal Site (no additional waste streams allowed)

On April 10, 2013, the County was notified by the City of Rohnert Park that the Agreement for Sewer Transmission Services for conveying leachate to the City of Santa Rosa Waste Water Treatment Plant would be terminated by the City on December 6, 2015. Given the need to vacate the line, the County approved an agreement with Brelje and Race Consulting Engineers (B&R) to prepare a feasibility study to assess economical disposal means other than the existing Rohnert Park trunk line. The report identified a connection to the Cotati trunk line as the most economical option for the County to pursue as the line was only 150 feet from the County’s existing tie in with the Rohnert Park trunk line, and all construction could take place within the County’s right of way. When the analysis was completed in August 2013, the County entered into discussions with the City of Cotati regarding the potential to hook into its conveyance line. There was mutual interest by both parties to have an agreement, and as such, the City of Cotati and the County began drafting a mutual agreement for the County to share in the use of the Cotati trunk line. On May 6, 2014, the Board approved an agreement with B&R to concurrently prepare engineering plans to be implemented if the Board approves the recommended Agreement.

The City of Cotati City Council unanimously approved this Agreement during its regular meeting on September 9, 2014.

The Board may elect not to enter into this Agreement. However, doing so would require that the County cease using the Central Leachate Conveyance Line on December 7, 2015, which in turn would have significant economic consequences and would require leachate to be trucked to the Santa Rosa Waste Water Treatment Plant for disposal.

**Prior Board Actions:**

5/6/14: Board approved the Agreement with Brelje and Race Consulting Engineers to provide engineering services related to connecting the Central Leachate Conveyance Line to the City of Cotati Sewer Trunkline for \$77,970.

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

Continue using the Central Leachate Conveyance Line to provide proper disposal of leachate generated at the Central Disposal Site at the most economical cost and using the most environmentally sound methods available.

<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 286,567		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 286,567
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 286,567</b>	<b>Total Sources</b>	<b>\$ 286,567</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
The current fiscal year impact is \$286,567; which includes the \$250,000 upfront cost and the first year of the annual fee of \$36,567. The remaining 29 years of agreement will remain at a fixed annual fee of \$36,567.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
None.			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Agreement between the City of Cotati and the County of Sonoma for Landfill Leachate Transfer Through the Cotati Trunk Sewer Line.			



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 25  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Board of Supervisors (707) 565-2241

**Supervisorial District(s):**

**Title:** Minutes of August 19, 2014

**Recommended Actions:**

Approval.

**Executive Summary:**

Approval of Minutes –

(A) Minutes of the Meeting of August 19, 2014 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Sonoma County Water Agency, and Board of Supervisors; and

(B) Minutes of the Meeting of August 19, 2014 of the Sonoma Valley County Sanitation District

**Prior Board Actions:**

None.

**Strategic Plan Alignment** Not Applicable

<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
N/A			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None			
<b>Attachments:</b>			
Minutes			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None			

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

**TUESDAY**

**AUGUST 19, 2014**

**8:30 A.M.**

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

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

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

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

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

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

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

***PUBLIC COMMENT***

Any member of the audience desiring to address the Board on a matter on the agenda: Please walk to the podium and after receiving recognition from the Chair, please state your name and make your comments. Closed session items may be added prior to the Board adjourning to closed session. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the subject under discussion. Each person is usually granted 3 minutes to speak; time limitations are at the discretion of the Chair. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.

8:30 A.M. CALL TO ORDER

8:34 A.M. Chairman Rabbitt called the meeting to order.

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, Mike McGuire, Efren Carrillo

Staff Present: Veronica A. Ferguson, County Administrator and Bruce Goldstein, County Counsel

Chairman Rabbitt presiding.

PLEDGE OF ALLEGIANCE

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

Correction to Title on the Agenda:

Agenda Item 8, Sonoma-Mendocino Immediate Drought Relief Project, the staff position is limited to a term of three years.

Regarding Agenda Item 16, Legislative Platform Amendment and Temporary Shelter for Unaccompanied Immigrant Minors, while the Board supports the overarching issue presented, reference to the specific bill has been removed.

Items Pulled From the Agenda:

Agenda Item 31, Refuse Enterprise - Short-Term Operation of Central Landfill Disposal Site and County Transfer Stations, will return to the Board at a future date.

At the concurrence of the applicant and the Supervisor of the District, Item #50 Public hearing on the appeal of the Board of Zoning Adjustment's decision to approve the request for a Use Permit for a Large residential community care facility, (File No. UPE12-0045) will also be continued to a future date.

II. BOARD MEMBER ANNOUNCEMENTS

Supervisor Carrillo announced that he met with Community Action Partnership for a ribbon cutting ceremony at the Gibbon House for homeless women and children; attended the 4th annual Russian River management meeting; invited the public to a forum August 19, 2014 at 6:00 p.m., Cook Middle School with the Department of Motor Vehicles about AB 60 allowing undocumented individuals to receive a driver's license; he attended a successful Mooreland healthy neighborhood meeting, with a follow-up meeting to occur at 10:00 a.m., August 23, 2014 at Elsie Middle School, and an outdoor drought event will occur at Coddington on August 23, 2014.

BOARD MEMBER ANNOUNCEMENTS (Continued)

Supervisor Gorin spoke to the engineering society about the environment and the importance of creating a healthy environment with safe walking and biking passages; driver's license forums will be forthcoming in the area, and the Portrait of Sonoma will be presented at a future event in the Sonoma Valley.

Supervisor Zane attended the healthy aging collaborative, with a full-report anticipated to the Board by the end of the year; attended a forum sponsored by Congressman Mike Thompson and Speaker Nancy Polisi, "When Women Succeed, America Succeeds." and affordable childcare helps with this equation; and she spoke at the Regional Parks Foundation fundraiser working to build trails and fund school bus field trips.

Supervisor McGuire shared that Mendocino Lake levels continue to decline; that a community garden meeting will occur at Maddox Ranch, September 2, 2014, 6:00 p.m. there will be a California transportation meeting between Central Windsor and Geyserville, that could bring a two-year \$67M project to the area if it's adopted tomorrow.

Supervisor Rabbitt attended a joint meeting with the State's seismic association and the state of Nevada on early warning systems, our shared seismic history and geography issues.

III. CONSENT CALENDAR (Items 1 through 35)

Public Speakers:

Michael Hilber  
Lindsay Kerr  
Brittany Heck  
Linda Picton

PRESENTATIONS/GOLD RESOLUTIONS (Items 1 through 4)

PRESENTATIONS AT THE BOARD MEETING

1. Adopt a Gold Resolution designating September 2014 as School Attendance Awareness Month. (Third District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No.14-0329

2. Adopt a Gold Resolution thanking Pacific Gas and Electric for their grant support to launch a Countywide Curbside Chipper Program. (Fire and Emergency Services)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No.14-0330

CONSENT CALENDAR (Continued)

PRESENTATIONS AT A DIFFERENT DATE

3. Adopt a Gold Resolution recognizing County employee participation in the United Way Day of Caring event on September 10, 2014 in partnership with the United Way of the Wine Country and the City of Santa Rosa. (Human Resources)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No.14-0331

4. Adopt a Gold Resolution designating September 2014 as childhood cancer awareness month. (Third District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No.14-0332

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

5. Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District (District) to execute a professional services agreement with Center for Natural Lands Management (C.N.L.M.) for \$124,642 to perform a review, to provide a recommendation for the amount of the District's Stewardship Reserve, and to prepare a system to be used to monitor the reserve requirement in future years.

Board Action: Approved as Recommended

UNANIMOUS VOTE

SONOMA COUNTY WATER AGENCY

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

6. Adopt a Resolution determining that adoption of the 2014 North Coast Integrated Regional Water Management Plan (2014 Plan) will not have a significant adverse effect on the environment; adopting the 2014 Plan; and authorizing the Water Agency General Manager to file a Notice of Exemption from the California Environmental Quality Act. (Third, Fourth, and Fifth Districts)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No.14-0333

SONOMA COUNTY WATER AGENCY

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

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, Rouse)

7. North Bay Water Reuse Authority Professional Service Agreements -

(A) Authorize Water Agency's General Manager to execute an agreement with Brown & Caldwell to provide engineering, environmental, and public outreach services for North

CONSENT CALENDAR (Continued)

Item #7 Continued

Bay Water Reuse Authority for the amount of \$3,022,379 (Water Agency share: \$314,558; District share: \$164,780); agreement terminates on June 30, 2017.

- (B) Authorize Water Agency's General Manager to execute an agreement with Charles V. Weir dba Weir Technical Services to provide program management services for North Bay Water Reuse Authority for the amount of \$221,500 (Water Agency share: \$27,688; District share: \$27,688); agreement terminates on June 30, 2017.
- (C) Authorize Water Agency's General Manager to execute an agreement with Virginia Bryant dba Bryant & Associates to provide program development, federal advocacy, and state advocacy services for North Bay Water Reuse Authority for the amount of \$942,600 (Water Agency share: \$81,866; District share: \$118,582); agreement terminates on June 30, 2017.
- (D) Authorize expenditure of Sonoma Valley County Sanitation District funds for District's portion of costs for the above professional service agreements with Authority-selected consultants. (First and Second Districts)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

Sonoma Valley County Sanitation District

Board Action: Approved as Recommended  
AYES: David Rabbitt, Susan Gorin,  
ABSENT: Mayor Rouse

SONOMA COUNTY WATER AGENCY  
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

AND

TRANSPORTATION AND PUBLIC WORKS

- 8. Sonoma-Mendocino Immediate Drought Relief Project -
  - (A) Approve Sonoma-Mendocino Immediate Drought Relief Project and authorize the Water Agency's General Manager or his designee to execute agreements with the participating agencies and participating plumbers and take all operating and staffing actions as described in the report necessary to implement the Project.
  - (B) Authorize the Water Agency's General Manager or his designee to execute the 2014 Drought Program Sub-Grantee Agreement with Humboldt County for the receipt of funds in the amount of \$1,050,000 for the Sonoma-Mendocino Immediate Drought Relief Project, prepare the necessary data, conduct investigations, execute and submit all documents which may be necessary under the grant program, and to execute and submit further agreements and amendments necessary under the grant program, provided they have no cost to the Water Agency and do not substantially change the Project.

CONSENT CALENDAR (Continued)

Item #8 Continued

- (C) Approve the County's participation in the Sonoma-Mendocino Immediate Drought Relief Project on behalf of County-operated water districts and authorize the Director of Transportation and Public Works to execute agreements necessary to participate in the Project.
- (D) Approve the addition of a full-time staff position to develop, manage, and implement efforts related to the Sonoma-Mendocino Immediate Drought Relief Project, as well as ongoing water efficiency and sustainability efforts and campaigns, with the final job classification and allocation added during the next consolidated budget adjustment.

Board Action: Approved as Recommended  
and amended under approval of the agenda.  
UNANIMOUS VOTE

AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

- 9. Adopt a Resolution authorizing the \$6.4 million annual financing used to advance delinquent taxes to taxing jurisdictions in fiscal year 2013-14 and the renewal of prior delinquent tax anticipation notes as authorized by the Alternative Method of Property Tax Allocation (Teeter).

Board Action: Approved as Recommended  
UNANIMOUS VOTE

Approved by Resolution No.14-0334

- 10. Review and approve the quarterly Treasury Financial Report April 1 through June 30, 2014.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

- 11. Adopt a Resolution authorizing the Auditor-Controller Treasurer-Tax Collector to establish a temporary fund transfer for Gold Ridge Resource Conservation District in an amount up to \$750,000. (Fourth and Fifth Districts)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

Approved by Resolution No.14-0335

- 12. Review and accept the Limited Review Report of the Sonoma County Agricultural Preservation and Open Space District's Reporting Process dated April 7, 2014.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

BOARD OF SUPERVISORS

- 13. Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for Fiscal Year 2014-15: Kiwanis Club of Cloverdale Foundation for the Fourth Annual

CONSENT CALENDAR (Continued)

Item #13 Continued

Cloverdale Harvest Marathon, \$500; Healdsburg Center for the Arts for the Healdsburg Arts Festival, \$1,000; Cloverdale Performing Arts Center, Inc., \$5,500; Sonoma Valley Vintners & Growers Foundation, \$2,000. (Fourth District)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

COUNTY ADMINISTRATOR

AND

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

AND

SONOMA COUNTY WATER AGENCY

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

14. Adopt a Concurrent Resolution establishing Fiscal Year 2014-15 appropriation limits for County and Board of Supervisors-Governed Special Districts, County Service Areas, other Board of Supervisors-Governed Agencies, Agricultural Preservation and Open Space District, and Sonoma County Water Agency.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

Approved by Resolution No.14-0336

COUNTY ADMINISTRATOR

15. Adopt a Resolution authorizing a \$50 per meeting stipend and travel and expense reimbursement to Community and Local Law Enforcement Task Force Members and applying the Sonoma County Administrative Policy 3-2: Policy for Travel and Meal Reimbursements to the Community and Local Law Enforcement Task Force, as needed.

Board Action: Approved as Amended to provide a \$100 monthly stipend per meeting with a cap of \$400 per month.

UNANIMOUS VOTE

Approved by Resolution No.14-0337

COUNTY ADMINISTRATOR/ HUMAN SERVICES

16. Legislative Platform Amendment and Temporary Shelter for Unaccompanied Immigrant Minors-

(A) Amend the 2014 legislative program to support action to address the growing number of unaccompanied children crossing the border consistent with the National Association of Counties position, and send a letter of support for California AB 2042, which encourages the Federal Government to issue unaccompanied immigrant children coming to the United States special immigrant status wherever possible.

CONSENT CALENDAR (Continued)  
Item #16 Continued

- (B) Authorize Human Services staff to explore a temporary shelter program that would help with the current humanitarian crisis of unaccompanied immigrant minors.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

COUNTY ADMINISTRATOR / AUDITOR-CONTROLLER-TREASURER TAX  
COLLECTOR/  
AND  
INFORMATION SYSTEMS DEPARTMENT/ GENERAL SERVICES

17. Enterprise Financial System (EFS) Project Professional Training Services Amendment-

- (A) Authorize the Auditor-Controller-Treasurer-Tax Collector to execute Fourth Amendment with Maverick Solutions, LLC for additional professional training services related to the Enterprise Financial System (EFS) Implementation in the amount of \$102,858 for 7 additional training sessions for Core Project Team members.
- (B) Delegate authority to the Auditor-Controller-Treasurer-Tax Collector to approve any amendments to the contract with Maverick Solutions, LLC for additional training up to \$25,000.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

COUNTY ADMINISTRATOR  
AND  
COMMUNITY DEVELOPMENT COMMISSION  
(Commissioners: Gorin, Rabbitt, Zane, McGuire, Carrillo)

AND  
SONOMA COUNTY WATER AGENCY  
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

AND  
SONOMA VALLEY COUNTY SANITATION DISTRICT  
(Directors: Gorin, Rabbitt, Rouse)

18. Fiscal Reports -

- (A) Accept the Fiscal Year 2013-14 Year End Report.
- (B) Adopt a Concurrent Resolution Ratifying the Fiscal Year 2013-14 Close of Books Budgetary Adjustments (4/5 vote).
- (C) Adopt Sonoma Valley County Sanitation District Resolution Ratifying Fiscal Year 2013-14 Close of Books Budgetary Adjustments (2/3 vote).

CONSENT CALENDAR (Continued)

Item #18 Continued

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolutions No.14-0338 a and No.14-0338 b

Sonoma Valley County Sanitation District

Board Action: Approved as Recommended

AYES: David Rabbitt, Susan Gorin

ABSENT: Mayor Rouse

ECONOMIC DEVELOPMENT BOARD

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

Board Action: Approved as Recommended

UNANIMOUS VOTE

20. Authorize the Director of the Economic Development Board to execute a professional services agreement with MIG for meeting facilitation services for the NExT Economy Project in an amount not to exceed \$35,000, through December 31, 2014.

Board Action: Approved as Recommended

UNANIMOUS VOTE

FIRE AND EMERGENCY SERVICES

21. Adopt a 30-day extension of the Resolution proclaiming a drought emergency in Sonoma County.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolutions No.14-0339

22. Authorize the Director of Fire and Emergency Services to sign an agreement with Pacific Gas and Electric to receive \$100,000 in grant funds to implement the Curbside Chipper Program.

Board Action: Approved as Recommended

UNANIMOUS VOTE

GENERAL SERVICES/ HUMAN SERVICES

23. Lease expansion for Human Services Department / CalFresh and Medi-Cal Eligibility staff -

(A) Authorize the Clerk to publish a notice, declaring the Board's intention to execute a lease amendment with Parkway Properties, 14, LLC, for the Human Services Department / CalFresh and Medi-Cal programs, for approximately 3,457 square feet, in the building located at 520 Mendocino Avenue, Santa Rosa, for an additional \$5,768

CONSENT CALENDAR (Continued)

Item #23 Continued

per month, or \$69,220 per year, for a term concurrent with the existing lease, to expire on October 31, 2020, with options to extend the term through October 31, 2029.

- (B) Authorize the General Services Director to execute a letter-agreement with Parkway Properties 14, LLC, whereby the Landlord of said building will prepare architectural construction drawings and apply for building permits in advance of the execution of the proposed lease amendment, and County agrees to reimburse such costs, not-to-exceed \$15,000, if the proposed lease amendment is not executed by September 9, 2014.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

HUMAN SERVICES

- 24. Authorize the Director of the Human Services Department to execute an agreement with Community & Family Services Agency (CFSA) to provide senior services funded by the Area Agency on Aging funding totaling \$37,893, for the period of July 1, 2014 to June 30, 2015, and authorize amendments to the agreement that does not increase the amount of payment more than \$25,000 from the original agreement amount.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

- 25. Authorize the Director of Human Services to execute an agreement with Community TechKnowledge, Inc. to implement customized, cloud-based software; user and administrator training and technical support; and, ongoing maintenance for the Upstream Investments Shared Outcomes Database beginning September 1, 2014 and ending June 30, 2016, for a total not-to-exceed amount of \$85,940 for the 22-month contract period.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

- 26. Contract for Child Care Services for Child Welfare Clients - Adopt a resolution authorizing the Director of the Human Services Department to execute an agreement with the California Department of Education for Human Services to receive up to \$157,803 for the local administration of subsidized child care services for the period of July 1, 2014 through June 30, 2015 as well as execute future amendments that increase revenue but do not significantly alter program requirements.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

Approved by Resolutions No.14-0340

CONSENT CALENDAR (Continued)

27. Workforce Investment Board and Youth Council Appointments and Bylaw Amendments -
- (A) Reappoint Peter Harsch, Steve Herron, Kathleen Kane, Scott Kincaid, David Ohman, Bill Robotka, and George Steffensen to the Workforce Investment Board for a two year term ending August 19, 2016.
  - (B) Appoint Ram Sudish Goli to the Youth Council for a one year initial term ending August 19, 2015.
  - (C) Reappoint Steve Freitas to the Youth Council for a two year term ending August 19, 2016.
  - (D) Approve amendments to the Workforce Investment Board Bylaws.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

REGIONAL PARKS

28. Concessions at Tom Schopflin Fields -
- A. Authorize the Director of Regional Parks to execute a Revocable License Agreement with Santa Rosa United Youth Soccer Club to operate concessions at Tom Schopflin Fields for the period of August 1, 2014 through July 31, 2019.
  - B. Authorize the Director of Regional Parks to approve a five-year extension at the expiration of the initial term, upon satisfactory performance by the Licensee.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

29. Award the bid for the construction of the Coastal Prairie Trail Phase 1C to Siri Grading & Paving, Inc. and authorize the Chair of the Board to execute the construction agreement in the amount of \$361,125. (Fifth District)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

SHERIFF'S OFFICE

30. Authorize an agreement for supplemental law enforcement services with Speedway Sonoma for the 2014 Indy Racing League (IRL) races from August 22, 2014 through August 24, 2014 for revenue of \$50,379. (Second District)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

TRANSPORTATION AND PUBLIC WORKS

31. Refuse Enterprise - Short-Term Operation of Central Landfill Disposal Site and County Transfer Stations.
- (A) Approve and authorize the Chair to sign the Agreement for Operation of the County Transfer Stations with The Ratto Group of Companies, Inc., to allow for the term of the agreement to continue on a month-to-month basis until the Master Operations Agreement is effectuated and adding additional tasks to the scope of work.
  - (B) Approve and authorize the Chair to sign the Third Amendment to the Agreement for Resumption of Disposal Operations at the Central Landfill and Landfill Re-Permitting services, with Keller Canyon Landfill, Inc., to allow for the term of the agreement to continue on a month-to-month basis until the Master Operations Agreement is effectuated and adding additional tasks to the scope of work.
  - (C) Authorize the Director to execute the Agreement between the County of Sonoma and the Sonoma County Waste Management Agency (SCWMA) for Transportation of Organics Material as long as the final agreement does not deviate substantively from the form of agreement attached.

This item was pulled from the agenda.

32. Approve the plans and specifications for the 2014 Pavement Preservation Program Bonded Wearing Course Project M14028, and award the contract to low bidder, Telfer Highway Technologies, in the amount of \$ 4,249,000.00 and authorize the Chair to execute construction contract M14028.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

MISCELLANEOUS

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

Board Action: Approved as Recommended  
UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

APPOINTMENTS/REAPPOINTMENTS

(Items 34 through 35)

34. Approve the Appointment of Doug Lipton to the Agriculture Preservation and Open Space District Advisory Board for a two year term effective September 1, 2014 through September 1, 2016. (Fourth District)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

35. Appoint Linda Garcia to the Library Commission as the joint County of Sonoma and City of Santa Rosa representative for a four year term ending August 1, 2018.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

The Board recessed: 10:15 a.m.

The Board reconvened: 10:33 a.m.

IV. REGULAR CALENDAR (Items 36 through 41)

COUNTY ADMINISTRATOR

36. Accept the report, and receive a presentation of the Agricultural Preservation and Open Space District management review.

Presenters:

Peter Rumble, Deputy CAO

Mark Steranka and Laura Harris Peth, Moss, Adams, LLP

Bill Keene, Agricultural Preservation and Open Space District Director

Public Speakers:

Dee Swanhuysge

Duane DeWitt

Steve Rabinowitsh

No Board Action: Report Received

UNANIMOUS

The Board recessed: 12:02 p.m.

The Board reconvened: 12:14 p.m.

COMMUNITY DEVELOPMENT COMMISSION

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

37. Accept the Continuum of Care 10-Year Homeless Action Plan: 2014 Plan Update.

Items 37, 38, 39, and 40 were heard concurrently.

Presenters:

Kathleen Kane, Community Development Commission Director

Mark Krug, Community Development Manager

Jenny Abramson, Continuum of Care Coordinator

Public Speakers:

Pamela Powers

Georgia Berland

Rich Sundahl

Thomas Ells

Duane DeWitt

Michael Hilber

Linda Pictom

Dana Bellwether

Christopher Bowers

Julie Orton

Anita LaFollette

Charlene Love

REGULAR CALENDAR (Continued)  
Items #37-39 Continued

Jennielynn Holmes  
Pat Warner  
Jackie Brittain  
Teresa Power  
JoLyn Gordacan  
Tigre

Board Action: Items 37-40 Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution No.14-0341

COUNTY ADMINISTRATOR/HEALTH SERVICES/HUMAN SERVICES/REGIONAL  
PARKS/ SHERIFF/ PROBATION/

AND

COMMUNITY DEVELOPMENT COMMISSION

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

AND

SONOMA COUNTY WATER AGENCY

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

38. Homeless Outreach Team Pilot Project -

- (A) Approve a Homeless Outreach Team Pilot Project for one year, for the purpose of engaging and serving the unsheltered homeless living near the County's waterways and trails.
- (B) Approve the use one-time use of \$250,000 in Reinvestment and Revitalization funding to complete the necessary \$925,000 Homeless Outreach Team Pilot Project cost.

Items 37, 38, 39, and 40 were heard concurrently.

Board Action: Items 37-40 Approved as Recommended  
Item 38 will also return to the Board in the future as an expanded pilot program  
UNANIMOUS VOTE  
Approved by Resolution No.14-0341

39. Approve the Scattered Site Safe Parking Program, and authorize the Executive Director of the Community Development Commission to execute an agreement with Catholic Charities of the Diocese of Santa Rosa for an amount not to exceed \$150,000 for the period of July 1, 2014 to June 30, 2015.

Items 37, 38, 39, and 40 were heard concurrently.

Board Action: Items 37-40 Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution No.14-0341

REGULAR CALENDAR (Continued)

40. Homeless Assistance Funding and Policies -

- (A) Approve the one-time use of \$250,000 in Reinvestment and Revitalization funds to augment local funding for emergency shelter, transitional housing, rapid re-housing, and homelessness prevention.
- (B) Adopt a Resolution approving the Low- and Moderate-income Housing Asset Loan Fund policies to govern the use of income from the housing assets of the former County of Sonoma, City of Sonoma, and City of Sebastopol Redevelopment Agencies, in compliance with California Redevelopment Law, and making a finding that use of the funds for homeless assistance is of benefit to all redevelopment project areas, making \$250,000 available as an ongoing homeless-related source of funding.
- (C) Approve, as the Board of Supervisors and Board of Commissioners, revisions to the County Fund for Housing Policies.

Items 37, 38, 39, and 40 were heard concurrently.

Board Action: Items 37-40 Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No.14-0341

BOARD OF SUPERVISORS

- 41. Approve a Fee Waiver of \$4,763 for Community and Family Service Agency's bi-monthly free community meals program and the annual community Thanksgiving free meal served at the Guerneville Veteran's Building during Fiscal Year 2014-15. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

2:21 p.m. The Board recessed into closed session.

V. CLOSED SESSION CALENDAR (Items 42 through 45)

5:59 P.M. Counsel Goldstein reported on Closed Session Items #42-45.

42. The Board of Supervisors will consider the following in closed session: Anticipated Litigation - Renewed Efforts of Neighbors Against Landfill Expansion ("RENALE") letter dated June 17, 2014 - Concerning Notice of Violations and Intent to File Suit Under the Federal Water Pollution Control Act for activities at the composting facility at the Central Disposal Site. (Govt. Code Section 54956.9(d)(2)).

Direction was given to Counsel and staff.

43. The Board of Supervisors will consider the following in closed session: Potential initiation of litigation - Name of Case: Federated Indians of Graton Rancheria (Govt. Code Section 54956.9(d)(4)).

Direction was given to Counsel and staff and delegation given to county counsel to sign a conflict waiver letter with the Burke Williams Law Firm.

44. The Board of Directors of the Sonoma County Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Real Property Negotiator - Property: North Sonoma Mountain (APNs: 049-030-097, 136-190-012, 136-190-014, 055-130-009, 136-191-003, 136-191-008, 136-190-015, and 136-190-016); District Negotiator: Bill Keene, General Manager of the Sonoma County Agricultural Preservation and Open Space District; County Negotiator: Caryl Hart, Director of Regional Parks; Negotiating Parties: Transferor: Sonoma County Agricultural Preservation and Open Space District; Transferee: County of Sonoma, Regional Parks; Under Negotiation: Price and terms of payment for property transfer (Govt. Code Section 54956.8).

Direction was given to real property negotiators and Counsel.

45. The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiator - Moorland Avenue Park, Santa Rosa, CA. (Gov't Code Section 54956.8)

Direction was given to real property negotiators and Counsel.

VI. REGULAR AFTERNOON CALENDAR (Items 46 through 52)

3:03 P.M. - RECONVENE FROM CLOSED SESSION

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, Mike McGuire, Efren Carrillo

Staff Present: Veronica Ferguson, County Administrator and Bruce Goldstein, County Counsel

46. Report on Closed Session.

3:03 P.M. Chairman Rabbitt announced Closed Session items #42-45 will reconvene after item #51.

47. PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA (Comments are restricted to matters within the Board's jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Please be brief and limit your comments to three minutes. Any additional public comments will be heard at the conclusion of the meeting. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.)

3:05 P.M. Public Comment Opened

Duane Dewitt  
Rachel Lamb  
Liz Cozine  
Mary Morrison  
Rich Hannan  
John Jenkel  
Susan Lamont  
Francisco Saiz  
Tevesa Carrion  
Michael Rothenberg  
Elaine Holtz  
Linda Pitkin  
Colleen Fernald  
Peter Tscherneff  
Dubii Lechuga  
Ana Salgado  
Tom Bonfigli  
Martin Hamilton  
Melissa Ortiz  
Angela Ortiz  
Nicole Guerra  
Guillermo Ortiz  
Dee Swanhuysen

4:16 P.M. Public Comment Closed

REGULAR AFTERNOON CALENDAR (Continued)

48. Permit and Resource Management Department: Review and possible action on the following:
- a) Acts and Determinations of Planning Commission/Board of Zoning Adjustments
  - b) Acts and Determinations of Design Review Committee
  - c) Acts and Determinations of Project Review and Advisory Committee
  - d) Administrative Determinations of the Director of Permit and Resource Management

4:16 P.M. No Acts or Determinations were acted on or reviewed.

COUNTY ADMINISTRATOR

49. Receive a presentation from Mike McGowan, Special Projects Director, California Department of Motor Vehicles, on the implementation of Assembly Bill 60, which provides for California Drivers Licenses regardless of resident status.

4:17 P.M.

Presenters:

Mike McGowan, Special Projects Director, California Department of Motor Vehicles  
Lizette Mata, Deputy Director of Special Projects, California Department of Motor Vehicles

Board Action: No reportable action informational only.

PERMIT & RESOURCE MANAGEMENT DEPARTMENT

50. UPE12-0045 Bayside Bodega
- a) APPLICANT: Charles Litchfield, for Bayside Bodega, LLC, owners
  - b) APPELLANT: Al and Joe Bordessa
  - c) LOCATION: 16702 Highway 1, Bodega
  - d) ASSESSOR'S PARCEL NUMBER: 103-020-006
  - e) ENVIRONMENTAL DOCUMENT: Categorical Exemption
  - f) REQUEST: Adopt a Resolution to deny the appeal of the Board of Zoning Adjustment's decision to approve the request for a Use Permit for a Large residential community care facility, PRMD File UPE12-0045 (Fifth District)

Speaker:

Remy Lynchfield

Board Action: Item was continued to an unknown date.

REGULAR AFTERNOON CALENDAR (Continued)

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

AND

REGIONAL PARKS

51. Approve 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 taking the necessary actions to execute the transfer of the North Sonoma Mountain Property from the District to the County subject to a conservation easement and recreation covenant.

4:29 P.M.

Presenters:

Sara Press, Acquisition Associate Planner, Sonoma County Agricultural Preservation and Open Space District

Bill Keene, General Manager, Sonoma County Agricultural Preservation and Open Space District

Steve Ehret, Planning Manager, Department of Regional Parks

Caryl Hart, Director, Department of Regional Parks

Speakers:

Dee Swanhuysen

Steve Birdlebough

Board Action: Adopt A Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing And Directing Regional Parks' Director To Execute A Transfer Agreement And Accepting Fee Title To The North Sonoma Mountain Property; Authorizing Execution of a Certificate Of Acceptance; Authorizing And Directing The Chairman To Execute A Conservation Easement, A Recreation Covenant And An Irrevocable Offer of Dedication; Directing The Recordation Of The Transfer Documents; Directing The Filing Of A Notice Of Exemption; And Authorizing All Other Actions Necessary To Complete The Transfer. (4/5 Vote Required.)

UNANIMOUS VOTE

Approved by Resolution No. 14-0343

REGULAR AFTERNOON CALENDAR (Continued)

Item #51 Continued

Board Action: Adopt A Resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, Authorizing and Directing the General Manager to Execute a Transfer Agreement; Authorizing and Directing the General Manager to Execute Assignments to the County of Sonoma of Certain Leases, Grant Agreements and Permits; Authorizing and Directing the President to Execute a Grant Deed to Transfer the Property; Authorizing and Directing the President to Execute and Accept a Conservation Easement and a Recreation Conservation Covenant; Authorizing Execution of Certificates of Acceptance; Consenting to the Recordation of an Irrevocable Offer; Determining that the Transaction is Consistent with the General Plan; Directing the Recordation of Documents and the Filing of a Notice of Exemption under CEQA; and Authorizing All Other Actions Necessary to Complete the Transfer. (North Sonoma Mountain) (4/5 Vote Required.)

UNANIMOUS VOTE

Approved by Resolution No. 14-0343a

Board Action: Adopt A Resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, Authorizing Funding to the County of Sonoma Regional Parks in Connection with the Transfer of North Sonoma Mountain Property; Authorizing and Directing the General Manager to Execute a Funding Agreement Consistent with this Resolution; Making Certain Findings; and Directing the Filing of a Notice of Exemption under CEQA.

AYES: Susan Gorin, Shirley Zane, Mike McGuire

NOES: David Rabbitt, Efren Carrillo

VOTE: 3-2-0

Approved by Resolution No. 14-0343b

5:06 P.M. The Board reconvened into Closed Session on Items #42-45.

52. ADJOURNMENTS

6:00 P.M. The Board adjourned the meeting in memory of Ramon Puccunelli and Brad Parker. The meeting was adjourned to September 9, 2014 at 8:30 A.M.

Respectfully submitted,

Roxanne Epstein,  
Chief Deputy Clerk of the Board



County of Sonoma  
Agenda Item  
Summary Report

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

**Agenda Item Number:** 26  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** No Vote Required

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

**Staff Name and Phone Number:**

Supervisor Susan Gorin, 565-2241

**Supervisorial District(s):**

First District

**Title:** Appointment

**Recommended Actions:**

Appoint Gay Johann to the Sonoma Valley Citizens Advisory Commission, El Verano West, effective 10/07/2014 and expiring on 10/7/2018 (pleasure of the supervisor). (First District).

**Executive Summary:**

**Prior Board Actions:**

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

**Fiscal Summary - FY 14-15**

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

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

County of Sonoma  
Board of Supervisors  
Boards/Commissions/Committees Application

Return Completed Application to:  
575 Administration Drive, Rm. 100A  
Santa Rosa, CA 95403  
(707) 565-2241  
(707) 565-3778 FAX

BOARD/COMMISSION/COMMITTEE OF INTEREST Sonoma Valley Citizens Advisory Committee

HAVE YOU EVER ATTENDED A MEETING OF THIS BOARD/COMMISSION/COMMITTEE? YES  NO

IF SO, HOW MANY? 1

NAME Gay Johann

ADDRESS 112 Tuscany Place, Sonoma CA 95476 (as of Oct. 1, 2014)

MAILING ADDRESS same

HOME PHONE 935-0260 CELL PHONE 707-337-5817

BUSINESS PHONE 707-933-2216 EMAIL gayvon@comcast.net

HOW MANY YEARS HAVE YOU RESIDED IN SONOMA COUNTY? 13

PRESENT OCCUPATION Assistant City Manager/City Clerk, City of Sonoma

EDUCATION:		
SCHOOL	MAJOR	GRADUATION DATE/DEGREE
Yuba College	Early Childhood Education	1970 Certificate but no degree

COMMUNITY SERVICE EXPERIENCE:		
ORGANIZATION	DATES SERVED	POSITION
Sonoma Plaza Foundation	2002-2010	Member

OTHER RELEVANT EXPERIENCE/EXPERTISE:

Twenty-five years of local government experience. Familiar with land use issues, General Plans, etc. Thirteen year resident of Sonoma Valley.

WHAT IS YOUR UNDERSTANDING OF THE ROLE AND RESPONSIBILITY OF THIS BOARD/COMMISSION/COMMITTEE?

Review and make recommendations on policy matters affecting Sonoma Valley and on development projects of Valley-wide significance.

**WHICH ACTIVITIES OF THIS BOARD/COMMISSION/COMMITTEE INTEREST YOU THE MOST?**

Reviewing development proposals for their appropriateness to the community as well as compliance with County land use policies.

---

**WHICH ACTIVITIES INTEREST YOU THE LEAST?**

Can't think of any.

---

**WHAT WOULD BE YOUR GOAL AS A BOARD BOARD/COMMISSION/COMMITTEE MEMBER?**

To represent the interests of the residents of the El Verano area; to ensure their voice is heard and considered regarding development and land use planning.

---

**WHAT DO YOU FEEL YOU COULD CONTRIBUTE TO SEE THESE GOALS REALIZED?**

As a resident of the area, I would be sensitive to the concerns of the residents and be a reflection of their ideals.

---

**USE ADDITIONAL PAPER IF NECESSARY**

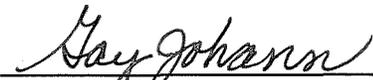
**PLEASE LIST TWO LOCAL REFERENCES AND THEIR PHONE NUMBERS:**

Steve Barbose 292-3675

Laurie Gallian 738-9847

---

*Appointees will be required to take an Oath of Office & may be subject to filing an annual Statement of Economic Interest.*

  
SIGNATURE

8/25/14  
DATE

Applications will be kept on file for two years. All applications are available to the public.

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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:** 27  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** No Vote Required

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

**Staff Name and Phone Number:**

Supervisor Susan Gorin, 565-2241

**Supervisorial District(s):**

First District

**Title:** Appointment

**Recommended Actions:**

Appoint Pat Stevens to the Sonoma Valley Citizens Advisory Commission, ALTERNATE, effective 10/07/2014 and expiring on 10/7/2018 (pleasure of the supervisor). (First District).

**Executive Summary:**

**Prior Board Actions:**

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

**Fiscal Summary - FY 14-15**

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

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

**County of Sonoma  
Board of Supervisors  
Boards/Commissions/Committees Application**

**Return Completed Application to:  
575 Administration Drive, Rm. 100A  
Santa Rosa, CA 95403  
(707) 565-2241  
(707) 565-3778 FAX**

**BOARD/COMMISSION/COMMITTEE OF INTEREST** Sonoma Valley Citizens Advisory Commision  
**HAVE YOU EVER ATTENDED A MEETING OF THIS BOARD/COMMISSION/COMMITTEE?** YES  NO   
**IF SO, HOW MANY?** 20+  
**NAME** Pat Stevens (James P)  
**ADDRESS** 2400 London Ranch Rd. Glen Ellen, CA 95442  
**MAILING ADDRESS** same  
**HOME PHONE** (707) 938-8334 **CELL PHONE** (707) 299-0842  
**BUSINESS PHONE** (707) 299-0842 **EMAIL** patstevens55@gmail.com  
**HOW MANY YEARS HAVE YOU RESIDED IN SONOMA COUNTY?** 22  
**PRESENT OCCUPATION** Operations Mgr., Jack London State Park

<b>EDUCATION:</b>		
<b>SCHOOL</b>	<b>MAJOR</b>	<b>GRADUATION DATE/DEGREE</b>
Univ. of Iowa	Broadcasting	
SFSU	Broadcasting	

<b>COMMUNITY SERVICE EXPERIENCE:</b>		
<b>ORGANIZATION</b>	<b>DATES SERVED</b>	<b>POSITION</b>
So. Co. CDC	2004-2008	Committee member, Chair
SVCAC	2008-2010	Commisioner, Secty

**OTHER RELEVANT EXPERIENCE/EXPERTISE:**  
 20 yrs. as Public Works/Const. Inspector for Cities of Sonoma, Novato and Richmond  
 Exec Board VOM Boyd & Girls Club, Board member Sonoma Valley Teen Services, NSGW Flag Day Chair

**WHAT IS YOUR UNDERSTANDING OF THE ROLE AND RESPONSIBILITY OF THIS BOARD/COMMISSION/COMMITTEE?**  
 The SVCAC is a forum allowing public input on development projects that affect this community. Commissioners review projects and use permits for compatabilty with neighborhood and General Plan compliance, consider public comments and make recommendations to the appropriate agencies.

**WHICH ACTIVITIES OF THIS BOARD/COMMISSION/COMMITTEE INTEREST YOU THE MOST?**

The ability to review projects for appropriateness to the community and Sonoma Valley as a whole and ensure development growth is measured, adheres to provisions of the General Plan and benefits Sonoma Valley. To review projects and make recommendations based on site visits, my knowledge of the history, geology, traffic and population in the valley, then combine that info with comments from the public forum.

**WHICH ACTIVITIES INTEREST YOU THE LEAST?**

I was always grateful that county staff took the minutes of the meeting.

**WHAT WOULD BE YOUR GOAL AS A BOARD BOARD/COMMISSION/COMMITTEE MEMBER?**

To ensure the character, history and natural beauty of Sonoma Valley is maintained and that development have minimal impact on environment and infrastructure.

**WHAT DO YOU FEEL YOU COULD CONTRIBUTE TO SEE THESE GOALS REALIZED?**

My knowledge of the Valley infrastructure and its limitations, building codes and construction methods, local zoning and familiarity with the General Plan. I feel most fortunate to call Sonoma Valley home and I am proud to be a member of its community. I hope to serve and protect this community through my duties as commissioner.

**USE ADDITIONAL PAPER IF NECESSARY**

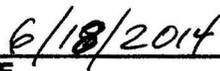
**PLEASE LIST TWO LOCAL REFERENCES AND THEIR PHONE NUMBERS:**

Greg Carr (707) 996-5510

Chuck Levine (707) 280-1100

*Appointees will be required to take an Oath of Office & may be subject to filing an annual Statement of Economic Interest.*

  
SIGNATURE

  
DATE

**Applications will be kept on file for two years. All applications are available to the public.**

COUNTY OF SONOMA  
BOARD OF SUPERVISORS  
575 ADMINISTRATION DRIVE, RM. 100A  
SANTA ROSA, CALIFORNIA 95403

(707) 565-2241  
FAX (707) 565-3778



VALERIE BROWN  
FIRST DISTRICT SUPERVISOR  
vbrown@sonoma-county.org

To Whom It May Concern:

It is with great pleasure that I recommend James Patrick Stevens. I have known James (Pat, to friends and associates) from his employment with the City of Sonoma through his service to the County of Sonoma as Community Development Commission Committee Member and Sonoma Valley Citizens Advisory Commissioner.

Pat was an extremely capable and dedicated maintenance worker who quickly achieved journeyman status and advanced to the combined positions of Facilities Manager and Public Works Inspector for the City of Sonoma. His broad knowledge of public works and building construction served the City well during his tenure.

Pat has always been an active member of the community of Sonoma Valley, serving as youth coach, teen mentor and was a valued Executive Board Member of the Valley of the Moon Boys and Girls Club during the Capital Campaign and construction of a new 20,000-square-foot facility.

Pat's knowledge, leadership and commitment to his community were key factors in my decision to appoint him to both the Community Development Commission Advisory Committee and the Sonoma Valley Citizen's Advisory Commission. He has fulfilled both duties admirably and I am very pleased to recommend Mr. Stevens. He would be an asset to any organization.

A handwritten signature in cursive script that reads 'Valerie Brown'.

Valerie Brown  
Supervisor, First District

# Pat Stevens (James P.)

2400 London Ranch Road  
Glen Ellen, CA 95442

Cell (707) 299-0842

[patstevens55@gmail.com](mailto:patstevens55@gmail.com)

## EXPERIENCE

### Jack London State Historic Park

2011 – Present      Operations Manager

Responsible for sustainable, long term maintenance and operation of Jack London State Historic Park including resource preservation, trail construction and maintenance, facilities and grounds improvements. Train and manage maintenance aides, at-risk youth groups and volunteer crews in trail and facilities maintenance. Develop annual budget, maintenance schedule, procedures and emergency protocols. Recommend and implement improvement projects. Obtain necessary permits and liaisons with DPR staff. Responsible for park security and 24 hour response to security alarms. Manage forest and historic structures in accordance with state and federal guidelines.

### City of Richmond, California:

2010-2011      Supervising Senior Construction Inspector

Assign, coordinate and train Inspectors. Monitor relations between Inspectors, Project Engineers, Contractors and Public. Review and approve Encroachment Permit applications. Team with Engineering Staff to evaluate EP process, implement improvements and present changes at public forums. Team with Engineers to update Standard Plans. Facilitate quarterly Utility Coordination meetings.

### City of Novato, California:

2006 – 2009      Supervising Senior Public Works Inspector

Assign, coordinate and evaluate Inspectors. Improve daily reporting forms and procedures to comply with Caltrans and Federal requirements. Act as Field Agent for City Engineer on Private and Capital Improvement Projects from design phase to project closeout. Implement Storm Water Pollution Prevention Program for Commercial and Industrial facilities in Novato (in coordination with County of Marin).

### City of Sonoma, California

1991 - 2006      Public Works Inspector/Facilities Manager

As Field Agent for City Engineer, inspect all Capital and Private Improvement Projects. Perform Building Inspections as needed. Manage City-Owned Facilities, including perform repairs, solicit bids and oversee major repairs. Maintain OSHA, NFPA and ADA compliance.

## **Pat Stevens (James P.)**

### **CERTIFICATIONS**

- 2008** APWA Certified Public Infrastructure Inspector
- 2008** San Francisco Bay RWQC Construction Site Planning, Inspection and Management of Erosion Controls
- 2008** APWA Public Works Supervision and Management [90 hours]
- 2008** CALBO Combination Inspector I & II
- 2008** IAPMO Certified Mechanical Inspector
- 2008** Qualified Installer of Gastite, TracPipe and PEX systems
- 2008** CALBO ATC:20/Postdisaster Safety Assessment
- 2008** CAL OSHA Competent Person

### **EDUCATION**

- 1998 –2000** SANTA ROSA COMMUNITY COLLEGE  
Courses in Building Inspection, Wastewater Treatment, Water Systems Management
- 1975 –1977** SAN FRANCISCO STATE UNIVERSITY
- 1973-1975** UNIVERSITY OF IOWA

### **COMMUNITY SERVICE**

- 2013 – Present** Volunteer Firefighter – Glen Ellen Fire Department
- 2010 - 2011** Sonoma Valley Teen Services – Board Member, Facilities Chair
- 1998 – 2003** Valley of the Moon Boys and Girls Club – Executive Board Member, Facilities Chair
- 2004 – 2010** Sonoma County CDC – Committee Member, Chair 05/06
- 2005 – Present** Native Sons of the Golden West – District Deputy
- 2008 – 2010** Sonoma Valley Citizen's Advisory Commissioner - Secretary
- Class of 2000** Sonoma Valley Chamber of Commerce – Leadership Sonoma Valley



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:** October 7, 2014

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Efren Carrillo 565-2241

**Supervisorial District(s):**

Fifth

**Title:** Appointment

**Recommended Actions:**

Approve appointment of Rebecca Forth to the Sonoma County Art Advisory Committee beginning October 7, 2014, and ending on October 6, 2017. (Fifth District)

**Executive Summary:**

None.

**Prior Board Actions:**

None.

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

**Fiscal Summary - FY 13-14**

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

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

**Staffing Impacts**

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

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

None.

**Attachments:**

None.

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

None.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 29  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Administrator's Office/Sonoma County Water Agency

**Staff Name and Phone Number:**

Peter Rumble, 565-3771  
Ann DuBay, 524-8378

**Supervisorial District(s):**

Countywide

**Title:** State Ballot Measures

### **Recommended Actions:**

- 1) Adopt a Concurrent Resolution of the Board of Supervisors and the Sonoma County Water Agency Board of Directors declaring support for enactment of Proposition 1, the \$7.5 billion Water Bond.
- 2) Adopt a Resolution of the Board of Supervisors declaring support for enactment of Proposition 2, the State Budget Rainy Day Fund.

### **Executive Summary:**

On Tuesday, November 4, 2014, California's registered voters will be asked to consider six Statewide Ballot Measures, several of which, if enacted, will directly impact the County of Sonoma and the Sonoma County Water Agency. The Propositions are:

- Proposition 1: \$7.12 Billion bond for California's water system.
- Proposition 2: Increase amount of potential savings in the state 'rainy day' fund from 5% to 10% of the General Fund.
- Proposition 45: Public notice requirement for insurance company rates.
- Proposition 46: Increase the cap on damages that can be assessed in medical negligence lawsuits to over \$1Million.
- Proposition 47: Reduces the classification of most non-violent crimes from a felony to a misdemeanor.
- Proposition 48: Ratification of gaming compacts with the North Fork Rancheria of Mono Indians and the Wiyot Tribe.

Staff has reviewed the Ballot Measures, and is recommending the Board of Supervisors and Water Agency Directors take a supportive position of Propositions 1 and 2. The California State Association of Counties has taken a position of four of the Propositions, supporting Propositions 1 and 2, and opposing Propositions 46 and 47. The District Attorney and Sheriff have taken an oppose position in regards to

Proposition 47.

**Proposition 1 – Water Quality, Supply, and Infrastructure Improvement Act of 2014:**

Since 2008, the legislative platform of the Sonoma County Water Agency Board of Directors has included support for the enactment of a water bond to provide funds for critical water quality and water supply projects. With funds from Propositions 84 and 1E (flood control) nearly depleted, a new water bond is needed to increase water supply, meet new regulatory requirements for water quality, and initiate projects that make better use of recycled water, storm water and water conservation. State funding is particularly critical for smaller and economically disadvantaged communities, which generally don't have the resources to pay for capital improvement projects.

The need for funding statewide is evident in this third year of a statewide drought, with several small water systems unable to serve customers, reservoirs reaching historic low levels, and increased tensions and litigation regarding human versus ecosystem needs. Unfortunately, droughts could become the new "normal" in California, as climate change increases the frequency and duration of dry periods. Californians also must contend with earthquakes, and the Napa temblor was a vivid reminder of why it's important to build resiliency into water systems.

Without a new bond measure, many communities will delay or not implement needed projects. In 2013, negotiations began to develop a bond measure that focuses on critical needs, including groundwater supply and cleanup; enhanced use of recycled water; regional and statewide water supply; water quality; and water conservation. In order to ensure that regional water supply needs were included in the streamlined bond, the Water Agency revived the Water Bond Coalition (WBC), a group of more than 40 counties, cities and special districts from Northern, rural and coastal California that had worked together in the past on legislation that resulted in Propositions 50 and 84. The WBC advocated strongly (through testimony, letters, meetings and a "Day in the Capitol") for inclusion of Integrated Regional Water Management (IRWM) funds in the new water bond.

Staff recommends a support position for Proposition 1 – The Water Quality, Water Supply, and Infrastructure Improvement Act of 2014, which authorizes the State to sell \$7.54 billion in general obligation bonds for safe drinking water, flood control, recycled water, stormwater capture, and other water quality and supply projects. Proposition 1 strongly reflects the input provided by the Water Bond Coalition, and, if enacted, could have a significant benefit to Sonoma County.

If the measure is enacted, the Water Agency may be eligible to receive a portion of the \$725 million for statewide water recycling projects and activities; \$285 million included for coastal salmon and steelhead restoration; \$510 million for statewide Integrated Regional Water Management programs; \$100 million for flood management projects; \$100 million for water conservation; and \$200 million for stormwater capture. The county could benefit from funding for other programs that will improve statewide water quality, flood protection, coastal protection and fisheries.

**Proposition 2 – State Budget. Budget Stabilization Account. Legislative Constitutional Amendment:**

To the extent that counties' collective fiscal health is significantly reliant on the fiscal health of the State of California, a properly functioning state reserve policy is an important component of responsible budgeting. Proposition 2 amends the State Constitution to strengthen the requirement for a budget reserve and to pay down budget-related debt. Proposition 2 would increase the size of the state's "Rainy Day" reserve from \$8 billion to \$11 billion, and would require minimum annual contributions into that

reserve of \$800 million – and even more when the economy is strong and state revenues are high. The measure would also require extra revenues be used to reduce budget debts, repay funds borrowed from local school districts, or be used for investment in new infrastructure or reduce long-term pension liabilities.

Proposition 2 was sponsored by Governor Brown and approved unanimously by the Legislature as a response to the State’s “feast or famine” budgeting. Historically, when revenues were strong, the Legislature spent all the money, and when revenues were weak, the Legislature spent as if revenues were strong. By preventing ongoing spending of one-time revenues, Proposition 2 over time will reduce pressure for tax increases and cuts in school funding.

The rainy day reserve will be used to offset revenue shortfalls from economic downturns. This will buffer state finances from the ups-and-downs of the business cycle, and alleviate future tax increases or cuts to education. Proposition 2 sets up a separate reserve for K-14 education, also known as the “Proposition 98” portion of the budget. But deposits into this reserve would occur only when (1) revenues are very strong, (2) when school spending is fully funded according to the requirements of the Constitution, and (3) all prior debts and liabilities to schools are repaid. The special reserve for schools would only be tapped in years when schools face budget cuts.

The Legislative Analyst concluded that this measure would result in the state likely paying down its debts more quickly, meaning that there would be less money available for other budget programs. Over the long term, faster debt repayment means greater budget flexibility over time. According to Michael Cohen, Director of the Department of Finance, if Proposition 2 had been fully in effect at the beginning of the Great Recession in 2008:

- Half of the shortfall would have been avoided in 2008-09.
- Another 19 percent of the shortfall would have been avoided in 2009-10.
- Nearly \$8 billion in education cuts would have been avoided.
- The tax increases passed in 2009 would have been 40 percent lower.

Rating agencies have responded positively to the passage of the new rainy day fund measure, with Moody’s recently upgrading the state’s credit rating. Increases to the state reserve supports one of Sonoma County’s Legislative Platform’s guiding principles, which is to “seek out, develop, and support legislative and budget efforts that protect and/or enhance local governments’ revenues.”

As with other Counties, Sonoma County’s own budgeting and fiscal projections and maintenance of critical services will benefit greatly with a more responsible State fiscal policy. Proposition 2 helps the State incorporate that measure of responsibility, and staff recommends a support position for Proposition 2.

**Prior Board Actions:**

10/10/06: The Board of Supervisors and Water Agency Board of Directors adopted resolutions declaring support for enactment of Proposition 1A – Transportation Funding Protection, 1B – Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, 1C – Housing and emergency Shelter Trust Fund Act of 2006, and the Disaster Preparedness and Flood Prevention Bond Act of 2006.

7/25/06: The Board of Supervisors adopted a resolution declaring support for enactment of the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006.

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

Support for Propositions 1 and 2 align with the Civic Services and Engagement strategic goal because these propositions have the potential to maintain and increase support for County services and programs.

Proposition 1, the Water Bond, supports the Water Agency Water Supply Goals and Strategies Goal 2 by protecting the Water Agency’s existing water rights and clean, high quality water supply, and by improving system resiliency by continuing to develop alternative supplies.

**Fiscal Summary - FY 14-15**

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

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

**Staffing Impacts**

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

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

**Attachments:**

<b>Related Items “On File” with the Clerk of the Board:</b>
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2014 Legislative Platform
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County of Sonoma  
State of California

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Date: 34T

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

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

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4/5 Vote Required

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**Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, and The Board of Directors of the Sonoma County Water Agency Supporting Proposition 1 – the Water Quality, Supply and Infrastructure Improvement Act of 2014, on the November 4, 2014 Ballot**

**Whereas**, California is in a severe, multi-year drought and faces a growing list of challenges associated with aging infrastructure, climate change, population growth and other factors; and

**Whereas**, water managers and state leaders agree that California need a comprehensive, statewide water plan to create a more resilient water system and meet the coequal goals of improved water supply reliability and ecosystem health; and

**Whereas**, the Sonoma County Water Agency is responsible for water supply projects, sanitation services, and flood protection for the County of Sonoma; and

**Whereas**, in August 2014, the California State Legislature passed a bond measure which if approved by the voters of California, will provide essential infrastructure funding for water, wastewater, and flood control; and

**Whereas**, the measure to support the infrastructure for which the Sonoma County Water Agency is responsible has been numbered and titled Propositions 1 – The Water Quality, Supply and Infrastructure Improvement Act of 2014, by the Secretary of State and have been placed on the November 4, 2014 ballot for voter approval; and

**Whereas**, Proposition 1 will provide \$7.54 billion for regional water reliability, safe drinking water, water recycling, groundwater sustainability, watershed protection and improvement, storage, and statewide flood management, some of which the Sonoma County Water Agency may receive to support water quality and supply, recycled water, stormwater capture, watershed improvement and flood control projects; and

**Whereas**, the Water Agency may be eligible to receive a portion of the \$725 million for statewide water recycling projects and activities; \$285 million included for coastal salmon and steelhead restoration; \$510 million for statewide Integrated Regional Water Management programs; \$100 million for flood management projects; \$100 million for water conservation;

Resolution #

Date:

Page 2

and \$200 million for stormwater capture; and

**Whereas**, the county will benefit from funding for other programs that will improve statewide water quality, flood protection, coastal protection and fisheries.

**Now, Therefore, Be It Resolved** by the Board of Supervisors and the Board of Directors of the Sonoma County Water Agency that the County of Sonoma, California and the Water Agency of Sonoma County hereby expresses support for Proposition 1 which will be presented to voters for their consideration on the November 4, 2014, statewide ballot.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

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Date: 34T

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

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

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
supporting Proposition 2 – The Rainy Day Budget Stabilization Fund Act of 2014, on the  
November 4, 2014 Ballot**

**Whereas**, California counties’ collective fiscal health is significantly reliant on the fiscal health of the State of California; and

**Whereas**, a properly functioning state reserve policy is an important component of responsible budgeting, preventing fluctuating “feast or famine” budgeting that has presented instability and difficulty for counties; and

**Whereas**, the Governor and the California State Legislature placed Proposition 2 on the November 4, 2014 ballot and are united in their support of fiscal responsibility; and

**Whereas**, Proposition 2 would increase the size of the state’s “Rainy Day” reserve from \$8 billion to \$11 billion, would require minimum annual contributions into that reserve of \$800 million, and require extra revenues be used to reduce budget debts, repay funds borrowed from local school districts, or be used for investment in new infrastructure or reduce long-term pension liabilities; and

**Whereas**, by preventing ongoing spending of one-time revenues, Proposition 2 over time will reduce pressure for tax increases and cuts in school funding; and

**Whereas**, the California Director of the Department of Finance, has determined if Proposition 2 had been fully in effect at the beginning of the Great Recession in 2008 that half of the shortfall would have been avoided in 2008-09, another 19 percent of the shortfall would have been avoided in 2009-10, nearly \$8 billion in education cuts would have been avoided, and the tax increases passed in 2009 would have been 40 percent lower; and

**Whereas**, rating agencies and local governments alike have responded positively to the passage of the new rainy day fund measure, and increases to the state reserve supports one of Sonoma County’s Legislative Platform’s guiding principles, which is to “seek out,

Resolution #

Date:

Page 2

develop, and support legislative and budget efforts that protect and/or enhance local governments' revenues.”

**Now, Therefore, Be It Resolved** that the County of Sonoma hereby expresses its support for Proposition 2 which will be presented to voters for their consideration on the November 4, 2014, statewide ballot.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 30 - A  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Damian Gonshorowski – (707) 565-8309  
Terina Tracy – (707) 565-3234

**Supervisorial District(s):**

All

**Title:** Transient Occupancy Tax Administration Function Audit

### **Recommended Actions:**

Review and accept the Audit of the Transient Occupancy Tax Administration Function dated September 2014.

### **Executive Summary:**

The Internal Audit Division of the Sonoma County Auditor-Controller-Treasurer-Tax Collector's Office has completed the audit of the Transient Occupancy Tax Administration Function (TOT Administration). The primary objective of the audit was to review the TOT Administration's policies and procedures for managing TOT compliance risks.

The audit was based on the assumption that the primary purpose of TOT Administration is to collect the taxes payable in accordance with Sonoma County Code Section 12-11, providing confidence in the tax system and its administration. The actions of taxpayers as well as weaknesses in the tax administration processes mean that instances of failure to comply with the law are inevitable. Therefore, a tax administration function should have in place strategies and structure to ensure that non-compliance with the tax law is kept to a minimum.

The audit was structured around risks associated with the following broad categories of taxpayer obligations:

- Timely registration and filing of tax returns;
- Reporting of complete and accurate information on the tax returns; and
- Timely payment of tax obligations.

For each of the obligations above we reviewed the TOT Administration's policies and procedures

relating to the following control activities:

- Identifying risks of TOT operators not filing accurate returns and not paying the amounts due;
- Assessing and prioritizing risks;
- Identifying strategies for controlling/reducing high-priority risks;
- Planning and implementing risk-reduction strategies; and
- Monitoring and adjusting risk-management strategies for maximum effectiveness.

The report proposes a framework for the identification of tax compliance risks, recommends specific risk-management strategies, and suggests monitoring and evaluation activities to gauge the effectiveness of implemented strategies.

**Recommended Improvements:**

The following is a summary of our recommendations that are fully discussed in the body of the report:

- Monitor compliance in the three categories of taxpayer obligations by estimating: 1) non-filing tax gaps, 2) under-reporting tax gaps and 3) non-payment tax gaps.
- Upgrade information technology and business systems to improve reporting and analytics tools.
- Improve data collection from owners and operators of vacation rental properties.
- Adopt statistical methodologies, using additional data gathered and upgraded information technology, to better assess and isolate compliance risks and plan enforcement activities.
- Consider soft strategies such as amnesty programs and owner/operator outreach to increase voluntary compliance.
- Collaborate with others and exploit their access, knowhow, and resources.
- Revise the TOT ordinance to better meet the needs of the program.

Management should weigh the costs of each of these suggested improvements against the expected returns when determining the TOT Administrations' course of action. Factors such as 1) ease of implementation, 2) period over which returns are expected and 3) the total cost should be taken into consideration in selecting strategies and timing their implementation. As strategies are implemented, the estimated remaining tax gap should be monitored and used as a basis for further investments in enhanced strategies.

Management concurs with all 14 of the recommendations in the report, management's detailed responses are outlined in Appendix B of the report included with this board item as ATTACHMENT A

<b>Prior Board Actions:</b>			
<b>Strategic Plan Alignment</b>		Goal 4: Civic Services and Engagement	
<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
ATTACHMENT A-Transient Occupancy Tax Administration Function Audit Report			
<b>Related Items "On File" with the Clerk of the Board:</b>			

## Internal Audit

Sonoma County

# Internal Audit: Transient Occupancy Tax Administration Function

July 1, 2010 – June 30, 2013

- The non-filing tax gap for Transient Occupancy Taxes (the amount of taxes owed by unregistered operators) is accumulating at an estimated rate of \$500k to \$1.3m annually. There are a number of strategies to narrow this gap.
- A better understanding of the vacation rental operator population and certain upgrades to the program's current information system will improve the ability to identify underpayments and estimate tax liability from unregistered operators.
- More detailed information should be collected from property managers on properties they manage. This will reduce the risk of uncollectable accounts and improve models for program analysis.
- The qualifications of entities currently considered exempt should be reviewed to ensure taxable transactions are not being missed.
- An amnesty program should be considered as a means to increase registration

**Audit No: 3565**  
**September 2014**



**Audit Manager:** Kanchan K. Charan, CPA, CGMA  
**Audit Supervisor:** Damian Gonshorowski, CPA, CGMA  
**Auditor:** Christina Liu, CPA

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## Executive Summary

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### Executive Summary

We have completed our audit of the Transient Occupancy Tax Administration Function (TOT Administration). The primary objective of the audit was to review the TOT Administration's policies and procedures for managing TOT compliance risks.

Our audit was based on the assumption that the primary purpose of TOT Administration is to collect the taxes payable in accordance with Sonoma County Code Section 12-11, providing confidence in the tax system and its administration. The actions of taxpayers as well as weaknesses in the tax administration processes mean that instances of failure to comply with the law are inevitable. Therefore, a tax administration function should have in place strategies and structure to ensure that non-compliance with the tax law is kept to a minimum.

Our audit was structured around risks associated with the following broad categories of taxpayer obligations:

- Timely registration and filing of tax returns;
- Reporting of complete and accurate information on the tax returns; and
- Timely payment of tax obligations.

For each of the obligations above we reviewed the TOT Administration's policies and procedures relating to the following control activities:

- Identifying risks of TOT operators not filing accurate returns and not paying the amounts due;
- Assessing and prioritizing risks;
- Identifying strategies for controlling/reducing high-priority risks;
- Planning and implementing risk-reduction strategies; and
- Monitoring and adjusting risk-management strategies for maximum effectiveness.

Our report proposes a framework for the identification of tax compliance risks, recommends specific risk-management strategies, and suggests monitoring and evaluation activities to gauge the effectiveness of implemented strategies.

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## Executive Summary

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### Recommended Improvements:

The following is a summary of our recommendations that are fully discussed in the body of the report:

- Monitor compliance in the three categories of taxpayer obligations by estimating: 1) non-filing tax gap, 2) non-reporting tax gap, 3) non-payment tax gap.
- Upgrade information technology and business systems to improve reporting and analytics tools.
- Improve data collection from owners and operators of vacation rental properties.
- Adopt statistical methodologies, using additional data gathered and upgraded information technology, to better assess and isolate compliance risks and plan enforcement activities.
- Consider soft strategies such as amnesty programs and owner/operator outreach to increase voluntary compliance.
- Collaborate with others and exploit their access, knowhow, and resources.
- Revise the TOT ordinance to better meet the needs of the program.

Management should weigh the costs of each of these suggested improvements against the expected returns when determining the TOT Administrations' course of action. Factors such as 1) ease of implementation, 2) period over which returns are expected and 3) the total cost should be taken into consideration in selecting strategies and timing their implementation. As strategies are implemented, the estimated remaining tax gap should be monitored and used as a basis for further investments in enhanced strategies.

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## Introduction & Background

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### Introduction

We have completed the audit of Sonoma County's (County) TOT Administration. We conducted the audit in accordance with the *International Standards for the Professional Practice of Internal Auditing (Standards)*. These Standards require that we identify, analyze, evaluate, and document sufficient information and evidence to achieve audit objectives. We believe that the evidence obtained provides a reasonable basis for the results, observations, and recommendations contained in our audit report.

The purpose of this audit report is to furnish management independent and objective analyses, recommendations, and other information concerning the activities reviewed. The audit report is a tool to help management identify and implement improvements.

Occasionally, to fulfill its risk management responsibilities, management requests Internal Audit to perform studies, analysis or audits. In responding to these requests we ensure that we do not take on any responsibilities for designing, implementing or operating any part of internal control systems so that our independence in regards to those systems is not impaired.

At the request of TOT Administration, we have performed audits of selected TOT returns and plan on providing such assistance in the future. We do not believe that performing these audits constitute assuming responsibility for the design, implementation, or operation of any part of TOT Administration's internal control system. The TOT Administration selects the audit candidates and agrees to the audit scopes proposed by Internal Audit.

We would like to thank management and staff for their time, information, and cooperation throughout the audit.

### Background:

#### *Overview*

The Transient Occupancy Tax (TOT) is authorized under California State Revenue and Taxation Code Section 7280, as an additional source of non-property tax revenue to local governments. TOT is assessed by operators on transients who occupy lodging facilities (e.g. hotels, motels, campgrounds, or vacation rental homes) in the unincorporated areas of the County for fewer than 30 consecutive calendar days. This tax is levied at a rate of 9%, effective October 1, 1993. The Board of Supervisors has established a policy to use 25% of funds raised from TOT for advertising and promotional activities aimed at benefiting County industries that rely upon tourism.

In FY12/13, there were about 686 operators registered with the TOT Administration, including hotels, motels, bed & breakfasts, inns, recreational parks, campgrounds, vacation rentals, and property management firms. The total collection of TOT for FY12/13 was \$9,705,030, an increase of 11% over FY11/12. The Investment and Debt Division of the Auditor-Controller-Treasurer-Tax Collector's Office (ACTTC) is responsible for the administration and enforcement of TOT and works closely with the Permit and Resource

## Introduction & Background

Management Department to ensure that all vacation rentals registered by them obtain a TOT certificate.

### ***Policies and Procedures***

Each operator is required to self report and submit TOT collected on a quarterly basis. The Tax Collector sends the TOT return form to all active operators two weeks prior to the end of the calendar quarter, and it requests the gross rent receipts for the reporting period less qualified exemptions in order to calculate the 9% tax due.

Operators are not required to collect or pay the TOT on rents charged when the tenant is a qualified federal, state, county, or foreign government officer or employee on official business.

Penalties and interest are applied if the returns are not timely or the tax is unpaid. For late filings, a penalty of 10% of base tax is calculated for failure to file on or before the last day of the month following the close of the calendar quarter, an additional 10% penalty is assessed the second month of delinquency. For late payments, interest of 1.5% per month on the base tax is charged from the delinquent date to the date of payment. If payment is not received in full by the first working day of the second month of delinquency, the account is transferred to the Central Collections section of the ACTTC. From this point, Central Collections assists the Investment and Debt Division with collection. A Certificate of Delinquent TOT Lien is filed with the Recorder's Office by the Investment and Debt Division when payments from an operator become two quarters late.

<b><i>TOT Return Deadline</i></b>		
<b>Quarter Filed</b>	<b>Return Due Date</b>	<b>Transfer to Collection</b>
Jan-Mar	April 30, 2013	June 1, 2013
Apr-Jun	July 31, 2013	September 1, 2013
Jul-Sep	October 31, 2013	December 1, 2013
Oct-Dec	January 31, 2014	March 1, 2014

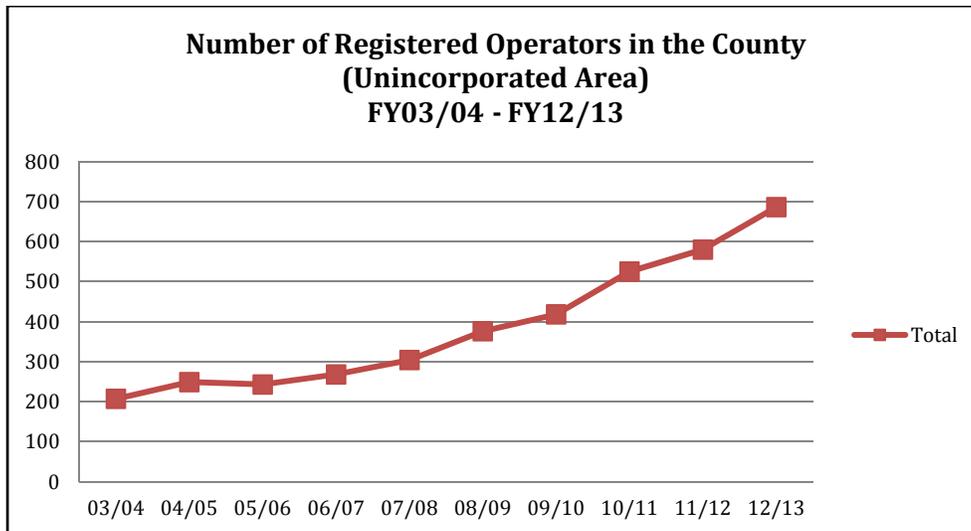
*Source: TOT Policy Manual*

Internal Audit performs annual audits of operator TOT returns selected by the TOT Administration. TOT Administration agrees in advance to the scope of the audits.

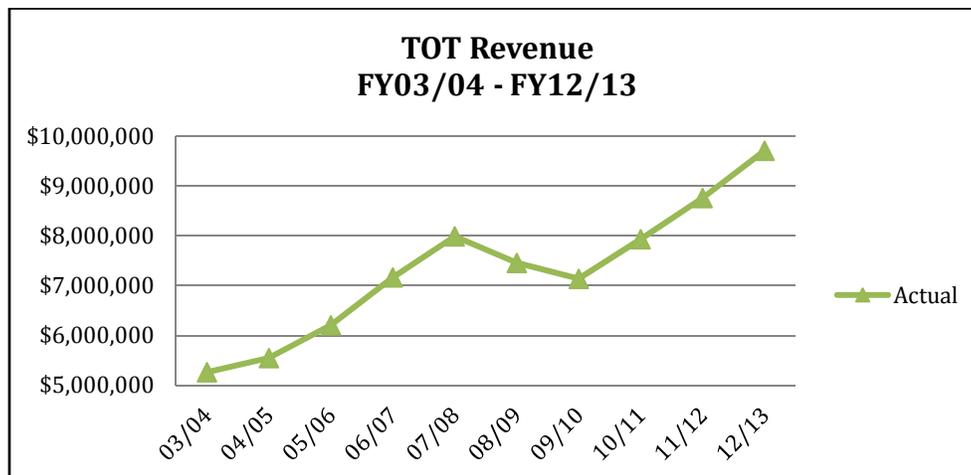
## The County's TOT Profile

### Growth in Registered Operators and TOT Revenue in the Unincorporated Areas

Operator registrations increased 18% and TOT revenues increased 11% from FY11/12 to FY 12/13, suggesting that new operators accounted for a large portion of the 11% increase in revenue (see the following graph). Vacation rental by owner (VRBO) properties accounted for approximately 69% of increased registrations, and 38% of increased TOT revenues. Over the past 10 years the number of registered operators has more than tripled and TOT revenue has nearly doubled. This general trend bears watching and reinforces the potential need for increased enforcement efforts.



*Source: TOT operators from FY03/04 to FY12/13 obtained from the Tax Collection Database, numbers do not include approximately 1,500 properties registered under vacation management TOT certificates.*



*Source: TOT activities from FY09/10 to FY12/13 obtained from FAMIS*

## Objectives & Scope

### Objectives

Our primary audit objective was to determine if the TOT Administration's system of internal controls were operating effectively to minimize compliance risks.

We have included in our report other matters that came to our attention that we considered helpful to management.

### Scope

Our audit covers the TOT collections from FY10/11 to FY12/13. During our audit period, the County collected \$26 million in TOT revenue.

FY	# of Operators	TOT Receipts
10/11	525	\$7,929,645
11/12	580	\$8,756,904
12/13	686	<u>\$9,705,030</u>
	<b>Total Receipts</b>	<b><u>\$26,391,579</u></b>

*Source: TOT activities obtained from FAMIS and Tax Collection Database*

### Management Responsibilities

TOT Administration management is responsible for establishing and maintaining a system of internal controls to maintain effective and efficient operations in compliance with policies and procedures. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, transactions are executed in accordance with management's authorization, and program or function goals and objectives are achieved. Although we exercised due professional care in performing our audit, unreported noncompliance or irregularities may remain unidentified. Audit procedures alone, even when carried out with professional care, do not guarantee that fraud or irregularities will be detected. The deterrence of fraud is the responsibility of management.

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## Methodology & Results

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### Methodology

To achieve our audit objectives, we performed the following audit procedures:

- Reviewed TOT Administration policies, procedures, rules and regulations.
- Interviewed personnel performing key TOT Administration activities.
- Performed a risk analysis to determine the risk of noncompliance with relevant policies, procedures or laws, and loss or misuse of assets.
- Identified controls, including authorization, approval, review, and reconciliation, that mitigate risk.
- Performed walkthroughs of the processes to validate controls identified.

### Results

A tax administration function can be rated on a maturity scale where the low end will represent simply accepting and depositing collections and a high end representing full exploitation of all available enforcement options. We did not have resources to formally determine the position of the County's TOT Administration on this continuum. However, we believe that there are significant opportunities that exist for the TOT Administrations to fully exploit and progress on this continuum. The estimated unreported TOT we calculated supports this position.

The following sections discusses the audit issues and our recommendations in detail.

Management's response to our observations and recommendations can be found in Appendix B, page 23.

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## Observations and Recommendations

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The primary objective of a tax administration function is to achieve as close to full taxpayer compliance as possible. However, efforts to gain compliance should be cost effective; the investment in additional compliance activities should provide a desired rate of return. The maximum possible return on any enforcement effort is equal to the tax gap, (the difference between the amount of taxes that would be collected if there was full compliance and the amount currently collected). Generally, returns from additional enforcement activities diminish as the tax gap narrows.

In planning the activities of a tax administration function, it is necessary to understand the environment and determine the likelihood, source, and the magnitude of the risks of noncompliance. In most tax administration environments, noncompliance is associated with the taxpayers 1) not filing returns, 2) not reporting all taxable transactions or 3) not paying the taxes due, creating 1) non-filing, 2) non-reporting, and 3) non-payment tax gaps respectively. The relative size of each tax gap should thus drive the enforcement strategies and allocation of resources. Depending upon the specifics of the tax environment, the cost and the ease or difficulty of narrowing one tax gap versus another would vary and should also be a part of the calculation.

Our audit was designed to assess the efficiency and effectiveness of the TOT Administration's procedures for controlling these tax gaps and provide recommendations for improvements as necessary. The audit report is organized to facilitate understanding of how the audit issues and our recommendations relate to these tax gaps.

### **A) Non-filing tax gap (TOT not collected from operators of unregistered properties)**

The TOT Administration currently does not estimate the non-filing tax gap. Reports of suspected unregistered operators received from various sources are investigated as time permits, but no permanent ongoing resources have been dedicated to the proactive identification of unregistered properties.

**We estimate the non filing tax gap, TOT loss due to unregistered properties, is accumulating at a rate of \$500k to \$1.3m annually.** Our analysis is discussed in Appendix A, pages 18-22.

Online advertisement is a key to success in the vacation property rental business, and a few major websites catering to the industry (such as VRBO and Airbnb) represent the most accurate inventory of properties that should be collecting TOT. While it would be logical to mine these sites for unregistered properties, a vast majority of the property owners on the site decline to reveal identifying information about their properties. Because of this lack of information, it is difficult to determine which of the hundreds of advertised properties are both within the County's jurisdiction and not registered. Some of our recommendations below are aimed at overcoming this difficulty and others focus on alternative strategies to increase registration.

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## Observations and Recommendations

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### 1. Upgrade the current collection and reporting system

The TOT Administration currently uses an Access database developed in-house to record and monitor TOT collections. This system does not have the capability to create property profiles that can be used to estimate rents and TOT due. Being able to estimate rents is critical to establishing TOT tax liability for operators who are not filing returns or underreporting transactions.

A robust collection and reporting system is key to exploiting the opportunities discussed in this report. The system, for example, should be capable of recording, analyzing and reporting data to create property rent profiles. The system should then be able to accurately estimate gross rent and TOT due by property.

We recommend that management develop a system requirements document to support the strategies discussed in this report and either upgrade the current system or search for systems that would best meet the needs. It may be helpful to find out about systems other jurisdictions currently use.

#### **Management Response:**

Management concurs. Developing a systems requirement document will help to identify additional components necessary to improving our TOT database system. Over the past several years Management has been in contact with other jurisdictions to research alternative systems. To date, we have been unable to identify any commercially available systems, and our focus will likely involve enhancements to the current system. We do not necessarily agree that rent profiling will be a cost effective measure. Profiling a particular property type may result in estimating higher taxes but there are insufficient staff resources available to follow through on a formal profiling process and we are not convinced that this is a cost effective measure even if additional staff are allocated to the process. We already have an informal process wherein we compare year over year average rents collected for various properties to identify patterns and/or anomalies that might trigger the recommendation for an audit. However, we agree that additional attributes such as number of rooms, rental rates and other associated data might be useful to gather given the program has the available resources.

### 2. Engage outside contractors to help update the inventory of properties

A significant upfront effort will likely be required to mine the websites for unregistered properties and set up procedures for maintaining an accurate inventory of properties. Assets such as computer applications that use image recognition technologies and accesses to databases that have property addresses and pictures would be too costly and time consuming to develop in-house. Engaging a contractor who has already made these investments would likely be a more cost effective option.

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## Observations and Recommendations

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We recommend that management investigate to determine if there are vendors who are able to offer a cost effective solution as discussed above.

### **Management Response:**

Management concurs. Management concurs with the need for more robust tactics to identify unregistered properties. The idea of image recognition technology may prove useful and we agree that researching this concept in more depth is appropriate to determine if there are vendors that might offer a cost effective means to identify unregistered properties. Currently, we are not aware of any firms that offer this service and we are concerned with the cost effectiveness of this measure without further researching it first which might include the use of a formal procurement process such as an RFI.

### **3. Amnesty**

A limited one time amnesty program, forgiving penalties and interest for those registering during the program period, would be likely to increase property registrations. Effectively publicizing the program and the upcoming stepped up enforcement efforts would be key to its success.

We recommend that management consult with other jurisdictions that have had success with amnesty programs and draft a plan for the County.

### **Management Response:**

Management concurs. Management is in contact with other jurisdictions that have implemented successful TOT amnesty programs and will work to develop a proposal for a similar amnesty program in Sonoma County.

### **4. Require property owners to post registration numbers on their online advertisements**

As discussed above, there is no property information that is common to both the County's database and the advertisements on websites such as VRBO and Airbnb. It is therefore quite difficult to trace properties listed on these websites to the County's record of registered properties for the purpose of identifying those that may not be registered or potentially could be understating rents.

All operators should be required to post registration numbers on the websites (current County Ordinance Section 26-88-120 requires operators of only non-owner occupied properties to post registration numbers on advertisements). As discussed above, with the help of a qualified outside contractor, the TOT Administration should

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## Observations and Recommendations

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develop procedures for periodically mining the websites for unregistered properties and updating the County's inventory of rental properties.

Management should investigate the applicability of image recognition in its strategy for identifying unregistered properties. If applicable, the capability to store and track pictures by property should be a part of the system requirement discussed above. The TOT ordinance should be amended to require all operators to post registration numbers with their online advertisements.

### **Management Response:**

Management concurs. Management is currently working with PRMD and other stakeholders to update the County ordinance relating to TOT. One of the changes is requiring all advertising to contain the TOT certificate number. Requiring pictures to be stored relating to individual properties for future property verification implies a standard exists relating to how property is depicted in the picture. We are unaware of any standard and are concerned with the overall effectiveness of this idea as compared to enhancing other less costly program measures.

## **5. Increase advertising and outreach**

A significant portion of the effectiveness of an enforcement program is derived from the potential violators' awareness that the program exists and is effective.

A sustained advertising and outreach campaign should be conducted to educate and inform the operators and vacation rental organizations about ordinance requirements, enforcement activities, and the consequences of noncompliance.

### **Management Response:**

Management concurs. As has been done in the past, upon the adoption of any significant program revisions or ordinance changes an effort to 're-register' all operators would likely take place and that outreach would include communication regarding the significant elements of the TOT program, Staff can also evaluate other means to communicate the requirements of the program to the public such as through the Sonoma County Tourism Bureau.

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## Observations and Recommendations

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### 6. Seek partnership with vacation rental websites

Vacation rental organizations, such as VRBO and Airbnb, are probably the most effective bridge to the rental property operators. Airbnb recently started collecting and remitting TOT in some jurisdictions.

The best possible outcome for the County from such a partnership would be an agreement by these organizations to collect and remit the TOT. In return, the County could offer compensation. Other possible arrangements, such as a partnership to disseminate TOT information to property owners on an ongoing basis, should be explored as well.

The system enhancements and collection of additional data we recommend in this report will produce information that may be of value to these vacation rental organizations or their customers. Market rent by property type or location, for example, would be valuable to property operators and renters. Access to the information could be offered as incentive for these organizations to cooperate.

#### **Management Response:**

Management concurs. In the past Management has worked with these types of sites to communicate the need for compliance with our TOT ordinance through verbal and written correspondence. We also continue, to seek partnership opportunities with vacation rental websites. Although, we suspect that these websites already gather TOT operator data that currently fulfills their needs, we will investigate the additional value the data collected in our systems may provide and therefore serve as incentive for them to help identify unregistered operators.

### 7. Develop procedures for application and approval for properties claimed exempt from the requirements of the TOT ordinance

The TOT ordinance exempts certain membership organizations from collection of TOT. The TOT Administration does not have a process to track and validate exempt organizations.

The TOT ordinance exempts “organized camps”, as defined by California Health and Safety Code Section 18897, from collecting TOT. The California Code of Regulations Title 17, Subchapter 6, Section 30704, requires annual registration with the local health officer. We confirmed with the County Health Officer that at least one camp is neither registered as an “organized camp” nor is paying TOT.

Treasury Staff should maintain documentation for organizations claiming to be exempt from the requirements of the TOT ordinance. Those that do not provide documentation supporting their status as organized camps should be required to file TOT returns.

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## Observations and Recommendations

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### **Management Response:**

Management concurs. Management will work with other County agencies to develop a process to track and validate exempt organizations. However, we think the list of such organizations is relatively limited and our main focus should not be on who is exempt but rather who is qualified to participate in the program.

### **B) Under-reporting tax gap (TOT not collected from operators of properties who are registered but are underreporting gross receipts or overstating exempt revenue)**

The TOT Administration does not currently calculate under-reporting tax gap.

The TOT Administration should periodically calculate and report the under-reporting tax gap to assess the effectiveness of its strategies.

The approach we used to estimate the under-reporting tax gap required extensive efforts due to system limitations and the lack of easily accessible and reliable data. More options in methodology will be available as information systems and data analysis tools are improved.

To encourage tax payers to file accurate tax returns, a sample of properties are selected for audit each year. Operators of all properties are notified periodically that their properties could be selected for an audit.

We recommend the following strategies to better control the under-reporting tax gap:

#### **1. Develop property rent profiles**

After upgrading the system and collecting the additional data discussed above, property rent profiles could be created to accurately estimate gross rents and TOT due. This will allow the TOT Administration to better identify and follow up on properties with potentially understated gross receipts, exemptions, or TOT liability.

### **Management Response:**

Management concurs. Management recognizes the need for an effective risk based approach to enforcement activities. Developing and using profiles is best suited for an environment where the population is expected to have certain common factors, allowing the use of expected versus actual results as a basis for audits or other investigations. We are not certain if the TOT operator population has such common factors that can be gathered and analyzed in a cost effective manner.

Management would recommend that Internal Audit perform additional analysis once sufficient data is available to better demonstrate the cost effective use of profiles.

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## Observations and Recommendations

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### **Internal Audit position:**

We agree with management's position. Internal Audit will perform additional analysis once sufficient operator data becomes available.

### **2. Periodically calculate the total under-reporting tax gap**

The total underreporting tax gap would be the sum of negative variances of all properties calculated as described above. When monitored over time, this measure will indicate the effectiveness of strategies employed to discourage operators from underreporting.

### **Management Response:**

Management concurs. Management agrees that there is a need to estimate the underreporting tax gap. However, we will defer our decision to implement this recommendation pending the results of Internal Audit's additional work discussed in our response to the previous recommendation.

### **Internal Audit position:**

We agree with management's position. Internal Audit will perform additional analysis once sufficient operator data becomes available.

### **3. Collect occupancy data with the tax returns**

The property owners/managers are not required to provide occupancy data. Occupancy data is useful in performing analytical procedures to test the reasonability of reported rent.

Occupancy data should be collected and taken into consideration to accurately estimate the tax gap, perform variance analysis and direct audit resources. The occupancy data could also be used to explain material variances, thereby avoiding the cost of an audit.

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## Observations and Recommendations

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### **Management Response:**

Management concurs. As part of a future revision to the TOT program Management will consider how to work with reporting entities to ensure a smooth transition to the increased reporting requirements. As stated previously, staff already evaluates reported tax variances as one of several criteria used to make audit recommendations.

#### **4. Require all property managers to submit separate returns for each property**

Currently, TOT return data by property is not being recorded for some 1,500 properties that are managed by professional property managers. Each property manager is required to obtain only one registration covering all properties he/she manages and file only one consolidated TOT return for each reporting period.

To more accurately develop property rent profiles and perform variance analysis, the TOT return data should be recorded separately for each property. Currently, TOT data is aggregated for multiple properties when all are being managed by a single property manager.

### **Management Response:**

Management concurs. In the past, very few properties were managed and the practice of aggregating collections for properties under management was a reasonable approach to recordkeeping. However, with the increase in the number of managed properties and VRBO rentals, more detailed records need to be kept. Management will work with reporting entities to ensure a smooth transition to the increased reporting requirements.

#### **C) Non-payment tax gap (TOT not collected from delinquent operators)**

The total delinquent balance as of September 2013 was \$1,561,588. This figure includes all tax delinquency over the entire history of the program and includes a \$700k in receivable that TOT Administration has considered to be uncollectable. TOT Administration currently does not have a policy or procedure covering write down of uncollectable amounts. In order for the delinquent balance to better reflect TOT Administration's collection performance, such a policy or procedure should be implemented and the outstanding delinquent account balance should exclude amounts relating to inactive accounts.

The primary delinquent account collection activities consist of 1) phone calls, 2) recording of unsecured liens, 3) setting up payment plans, and 4) legal action. These activities are initiated after the tax payer misses the second quarterly payment.

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## Observations and Recommendations

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Under the current policies and procedures, there appears to be a risk of large delinquent balances becoming uncollectible because TOT Administration does not classify accounts delinquent and start the enhanced collection procedures until operators are at least two quarters behind in payment.

For those 1,500 registered properties which are managed by property managers, separate returns are not required and, as a result, the County's only option will be to pursue collection from the property manager should he/she stop making payments.

The following are our recommendations for better managing the non-payment tax gap:

### **1. The County should maintain tax return information on each property**

As discussed above, detailed TOT tax return information is not maintained for approximately 1,500 properties. Without detailed rent and TOT collection history, it will be difficult for the County to estimate amounts due from specific properties for purposes of filing liens and pursuing collection through other means.

**Management Response:** Management concurs.

### **2. Policies and procedure should be developed for writing off uncollectible accounts**

The largest current delinquent account carries a balance of \$700k. The TOT Administration has filed a lien against the property manager, but since the total due applies to several properties and the detailed payment information is not known, liens cannot be placed against specific properties.

Management should develop policies and procedures for writing off uncollectible accounts. For the inactive delinquent account that has a balance of \$700k, County Counsel should be consulted to determine if there are any remaining practical options for pursuing collection. After all reasonable options have been pursued, the account should be written off in accordance with the County policy.

**Management Response:**

Management concurs. A formal process for writing off uncollectible accounts should be developed. The program already has a practice of working with County Counsel on all acutely delinquent accounts. We also have a routine for how to address acutely delinquent accounts and implement it on a regular basis.

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## Observations and Recommendations

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### D) Overall

- 1. Consider collaborating with the cities in the County who collect TOT** - The County should explore the feasibility of a joint TOT administration with local cities to reduce administration costs.

#### **Management Response:**

Management concurs. Jointly administered programs might be feasible however until the County program is revised and reorganized to address the significant increase in activity over the last decade we do not expect to make this concept a high priority.

#### **Management Summary:**

The County TOT program has undergone significant changes over the past 12 years including a tripling of the number of registered lodging operators and a doubling of the revenue collected. During that same time frame the program has experienced an extremely low payment delinquency rate of 1.6%. By comparison, the delinquency rate for countywide secured property tax ranges between 2-4% *annually* during the same period. It should be noted that TOT is an unsecured tax and to have lower overall delinquency than the secured property tax roll is noteworthy.

There have been many associated industry changes and as a result there are clearly many ways the program can be improved to become more effective and efficient. Some of these measures can be implemented relatively easily while others will require additional staff or other resources. One of the key resources already in use is field audits of the lodging establishments. As with any enforcement program, there has to be an active field enforcement presence in order to help assure compliance. Tourism operators frequently work with one another and are aware of the County enforcement efforts and so we view the audit function as a critical element that should be continued at or above current levels. Management intends to evaluate the suggestions within this document and create a baseline estimate of the appropriate staffing and other resource levels needed to improve the program.

## Appendix A: Calculation of Non-Filing Tax Gap

We developed a four phase framework to identify the number of unregistered properties and to estimate the amount of taxes owed by unregistered operators.

<i>The Framework to Identify Unregistered Operators</i>				
Phase	Objective	Method	Resource Needed	Feasible
Phase I	Develop a list of vacation rentals	Compile Data from Outside Sources	Internal Audit, Administration	Yes
Phase II	Determine if the property is in the unincorporated area	Analyze the Data via the Geographic Information System	Internal Audit, Information System	Yes
Phase III	Identify the owner's name and address for follow up	Search the Data in the County's Property Tax Database	Internal Audit, Property Tax, Tax Collection	*No
Phase IV	Determine the significance of the unregistered operators	Estimate uncollected revenue from the unregistered operators	Internal Audit	Yes

Source: Auditor's Workpaper

\*: Alternative audit procedures were performed and documented on page 16

### Phase I: Compile Data from Outside Sources

Property management companies and home owners utilize online vacation rental marketplaces which provide a platform for renting living space. We determined that the following sources are commonly used by operators to advertise rentals and by tax collectors for identifying unregistered operators.

Source	Founded	Information Availability				
		First Name	Last Name	Street Number	Street Name	Phone Number
Airbnb	2008	Yes	No	No	Yes	No
VRBO	2004	No	No	No	No	Yes
TripAdvisor	2000	*	*	No	No	*

\*: The information is typically NOT provided by the owners.

The websites do not provide the complete data of the owners due to their privacy policy. For example, VRBO only lists the owners' phone numbers. TripAdvisor does not always have the owner's information, necessitating email contact for further details. It is necessary to gather as much information as possible about the property and owner in order to effectively carry out the Phase II and Phase III procedures. Airbnb was selected as our main source since it provides more data than its competitors, including the first name of the host and street name of the property.

Approximately 862 properties were initially found under the search criteria "Sonoma County". The website search engine is set up to include the surrounding areas listed below. We manually went through each web page to identify properties located in Sonoma County for a complete inventory list. We also noted that some owners posted duplicate advertisements between the different sources to gain more exposure.

## Appendix A: Calculation of Non-Filing Tax Gap

As of November 21, 2013, we estimated that 404 properties advertised on Airbnb were located in Sonoma County after excluding the towns outside the County's boundaries and duplicate accounts.

### Phase II: Analyze the Data via the Geographic Information System

The Information Systems Department (ISD) maintains a geographic information system (GIS) which integrates data for capturing, managing, analyzing, and displaying all forms of geographically referenced information. We developed a list of properties identified from Phase I in conjunction with ISD to determine the approximate location of these properties.

Based on the data analysis result, ISD was able to conclude that 267 out 404 (66%) vacation rental properties are located in the unincorporated area. There are 38 properties on streets that run both in and outside the city limits. These were classified as unsure due to unknown street numbers.

<i>GIS Mapping - Preliminary Result for Airbnb</i>		
<b>Town</b>	<b># of Property</b>	<b>%</b>
Unincorporated	267	66%
Incorporated	99	25%
Unsure	38	9%
<b>Total</b>	<b>404</b>	<b>100%</b>

*Source: Auditor's Workpaper*

### Phase III: Search the Data in the County's Property Tax Database

It is critical to have a complete and accurate address of the vacation rental property in order to effectively identify the owner's mailing address from the Tax Roll (property tax database) on the 267 properties detected from Phase II.

The data we were able to gather from Airbnb was not sufficient to trace the potential unregistered properties to the Assessor database and obtain the situs addresses. As a result, it is not cost-effective to carry out Phase III procedures.

<i>Data Inadequacy</i>		
<b>Issue</b>	<b>Cause</b>	<b>Effect</b>
Unknown Property Owner's Name	The property is listed under either the host's name or the vacation rental management company	<i>Unable to cross reference between Airbnb and the Tax Roll without property owner's name or street number</i>
Unknown Property Owner's Name	Some owners chose not to disclose their names and used screen names	
Multiple Properties Located on the Same Street	The street number is unavailable and the owner's name is not always accurate	

*Source: Auditor's Workpaper*

## Appendix A: Calculation of Non-Filing Tax Gap

### Alternative Audit Procedures

Although it is not cost-effective to continue allocating resources to Phase III due to data inadequacy, we were able to perform the data matching between the ISD results and the Tax Collector's list of registered operators.

54% of the properties tentatively identified through our GIS search had no potential match in the Tax Collector's TOT list, indicating unregistered properties. While 124 properties' street names matched the Tax Collector's list, no determination of registration status could be made due to the lack of street address for the properties.

We can conclude only that at least 143 of the 267 unincorporated Sonoma County properties listed on Airbnb are not registered with the County due to limited information.

<i>Data Comparison between the ISD and Tax Collection</i>		
<b>Result</b>	<b># of Property</b>	<b>%</b>
Unregistered Properties	143	54%
Unsure	124	46%
<b>Total</b>	<b>267</b>	<b>100%</b>

*Source: Auditor's Workpaper*

In summary, we concluded that the majority (54%) of Airbnb-listed vacation rental properties advertised as falling within unincorporated Sonoma County are not registered as required by Sonoma County Ordinance 5823.

<i>The Framework to Identify Unregistered Operators</i>		
<b>Phase</b>	<b>Result</b>	<b>Conclusion</b>
Phase I	Airbnb provides more complete information on their users than that provided by VRBO or TripAdvisor.	<i>Airbnb provides street name of the property which is critical to execute Phase II procedures.</i>
Phase II	At least 66% of the vacation rental properties are in the unincorporated area	<i>The percentage of properties on Airbnb which are required to register for a County TOT certificate is high.</i>
Phase III	Unable to cost effectively identify the property owner's mailing or situs address and phone number.	<i>It is not feasible to search owner's information in the Tax Roll due to data inadequacy.</i>
Alternative Procedures	More than 54% of the unincorporated vacation rental properties are not included in the list of active properties and/or operators maintained by the TOT Administration.	<i>The percentage of unregistered operators identified from Airbnb is high.</i>

*Source: Auditor's Workpaper*

### Phase IV: Estimate Uncollected Revenue from the Unregistered Operators

In estimating ongoing TOT loss we assumed that the rate of noncompliance for the smaller operators in the general population of operators would be the same as that of Airbnb advertisers (143 out of 267 or approximately 54%).

## Appendix A: Calculation of Non-Filing Tax Gap

We developed an operator profile by classifying the operators into groups by tax paid based on the actual return filed for Q1 2013 to project the uncollected revenues from estimated unregistered operators.

Based on the data analysis results of TOT receipts in calendar year Q1 2013, 311 out 450 (69.1%) registered operators paid \$10 - \$1,000 (group 1), with an average payment of \$367 per quarter. Registered operators in the next payment range \$1,001 - \$5,000 (group 2) paid an average of \$2,050 per quarter.

<i>Total Actual TOT Collection Q1 2013</i>				
<b>Payment Range</b>	<b># of Operators</b>	<b>% of operators in payment range</b>	<b>Actual TOT Receipt</b>	<b>Average amount paid by operators in each payment range</b>
	<b>a</b>	<b>%</b>	<b>c</b>	<b>c/a</b>
\$10 - \$1,000	311	69.1%	114,286	\$367
\$1,001 - \$5,000	82	18.2%	168,102	2,050
\$5,001 - \$10,000	23	5.1%	169,306	7,361
\$10,001 - \$15,000	12	2.7%	143,123	11,927
\$15,001 - \$20,000	7	1.6%	122,269	17,467
\$20,001 - \$25,000	2	0.4%	46,513	23,257
\$25,001 - \$30,000	6	1.3%	165,454	27,576
\$30,001 - \$50,000	5	1.1%	187,443	37,489
> \$50,001	2	0.4%	253,998	126,999
<b>Total</b>	<b>450*</b>	<b>100%</b>	<b>\$1,370,493</b>	

*Source: Auditor's Workpaper*

*\* Only operators who remitted payments were included in the table above.*

For the purpose of our calculation below, we have assumed that the rate of non-compliance in the Airbnb population and the smaller operators in the general population is the same. We have also assumed that the smaller operators are more likely to be unregistered than the larger ones. To develop the estimated number of unregistered properties in the general population and the estimated range of TOT lost, we assumed, in one scenario (#1) that all unregistered properties were from the group 1 population that would have paid an average of \$367 per quarter and in our second scenario (#2) the same assumptions in scenario (#1) plus operators group 2 that would have paid an average of \$2,050 per quarter.

### **Scenario #1**

For this scenario, we divided the number of operators (311) in the payment range \$10 to \$1,000 by the inverse of estimated unregistered rate for Airbnb (1.0 - .54) to arrive at the estimated population of operators in this payment range. From the result, we subtracted the number of operators reporting in this payment range to arrive at the estimated number of unregistered properties in the population. The estimated number of unregistered operators was multiplied by the average payment to arrive at the quarterly estimated under filing gap, which we multiplied by four to arrive at the annual estimate. The calculation follows:

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**Appendix A: Calculation of Non-Filing Tax Gap**

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- $311 \div (1.0 - 0.54) = 676$
- $676 - 311 = 365$
- $(365 \times 367) \times 4 = \$535,820$

**Scenario # 2**

For this scenario, we performed a similar calculation as above except that we assumed that the unregistered operators are from the population with a \$10 to \$5,000 payment range. For the Q1 2013, 393 (311+82) operators from this population filed returns. The calculation follows:

- $393 \div (1.0 - 0.54) = 854$
- $854 - 393 = 461$
- $((365 \times 367) + (96 \times 2,050)) \times 4 = \$1,323,020$

We would therefore estimate that between \$500k and \$1.3 million in TOT is currently being lost annually due to unregistered operators. We consider this estimate to be conservative. Due to lack of reliable data, our calculation does not consider any non-filing tax gap from the operator population that has average tax liability exceeding \$2,050 per quarter, which represents approximately 13% of the total operator population. Our analysis uses the first calendar quarter's TOT data, which historically has had the lowest level of rental activity.

## **Appendix B: Management Responses**

ATTACHMENT A-25

**DAVID E. SUNDSTROM, CPA**  
AUDITOR-CONTROLLER  
TREASURER -TAX COLLECTOR

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**DONNA DUNK, CPA**  
ASSISTANT  
AUDITOR-CONTROLLER

**JONATHAN KADLEC**  
ASSISTANT  
TREASURER-TAX COLLECTOR

To:  Kanchan Charan, Audit Manager

From:  Jonathan Kadlec, Assistant Treasurer-Tax Collector

Re: Response to Audit of Sonoma County Transient Occupancy Tax  
Administration Program

We would like to thank the Auditor for their review of the Transient Occupancy Tax Administration Program. The Audit was conducted professionally and will be a useful reference document as we seek to continuously improve the effectiveness of the program.

The Revenue and Debt Division has reviewed and evaluated the recommendations contained in the audit and we are pleased to provide you with our formal response.

### **Management Response to TOT Administration Program Audit**

#### **A) Non-filing tax gap (TOT not collected from operators of unregistered properties)**

##### **1. Upgrade the current collection and reporting system**

The TOT Administration currently uses an Access database developed in-house to record and monitor TOT collections. This system does not have the capability to create property profiles that can be used to estimate rents and TOT due. Being able to estimate rents is critical to establishing TOT tax liability for operators who are not filing returns or underreporting transactions.

A robust collection and reporting system is key to exploiting the opportunities discussed in this report. The system, for example, should be capable of recording, analyzing and reporting data to create property rent profiles. The system should then be able to accurately estimate gross rent and TOT due by property.

We recommend that management develop a system requirements document to support the strategies discussed in this report and either upgrade the current system or search for systems that would best meet the needs. It may be helpful to find out about systems other jurisdictions currently use.

**Management Response:**

Management concurs. Developing a systems requirement document will help to identify additional components necessary to improving our TOT database system. Over the past several years Management has been in contact with other jurisdictions to research alternative systems. To date, we have been unable to identify any commercially available systems, and our focus will likely involve enhancements to the current system. We do not necessarily agree that rent profiling will be a cost effective measure. Profiling a particular property type may result in estimating higher taxes but there are insufficient staff resources available to follow through on a formal profiling process and we are not convinced that this is a cost effective measure even if additional staff are allocated to the process. We already have an informal process wherein we compare year over year average rents collected for various properties to identify patterns and/or anomalies that might trigger the recommendation for an audit. However, we agree that additional attributes such as number of rooms, rental rates and other associated data might be useful to gather given the program has the available resources.

**2. Engage outside contractors to help update the inventory of properties**

A significant upfront effort will likely be required to mine the websites for unregistered properties and set up procedures for maintaining an accurate inventory of properties. Assets such as computer applications that use image recognition technologies and accesses to databases that have property addresses and pictures would be too costly and time consuming to develop in-house. Engaging a contractor who has already made these investments would likely be a more cost effective option.

We recommend that management investigate to determine if there are vendors who are able to offer a cost effective solution as discussed above.

**Management Response:**

Management concurs. Management concurs with the need for more robust tactics to identify unregistered properties. The idea of image recognition technology may prove useful and we agree that researching this concept in more depth is appropriate to determine if there are vendors that might offer a cost effective means to identify unregistered properties. Currently, we are not aware of any firms that offer this service and we are concerned with the cost effectiveness of this measure without further researching it first which might include the use of a formal procurement process such as an RFI.

**3. Amnesty**

A limited one time amnesty program, forgiving penalties and interest for those registering during the program period, would be likely to increase property registrations. Effectively publicizing the program and the upcoming stepped up enforcement efforts would be key to its success.

We recommend that management consult with other jurisdictions that have had success with amnesty programs and draft a plan for the County.

**Management Response:**

Management concurs. Management is in contact with other jurisdictions that have implemented successful TOT amnesty programs and will work to develop a proposal for a similar amnesty program in Sonoma County.

**4. Require property owners to post registration numbers on their online advertisements**

As discussed above, there is no property information that is common to both the County's database and the advertisements on websites such as VRBO and Airbnb. It is therefore quite difficult to trace properties listed on these websites to the County's record of registered properties for the purpose of identifying those that may not be registered or potentially could be understating rents.

All operators should be required to post registration numbers on the websites (current County Ordinance Section 26-88-120 requires operators of only non-owner occupied properties to post registration numbers on advertisements). As discussed above, with the help of a qualified outside contractor, the TOT Administration should develop procedures for periodically mining the websites for unregistered properties and updating the County's inventory of rental properties.

Management should investigate the applicability of image recognition in its strategy for identifying unregistered properties. If applicable, the capability to store and track pictures by property should be a part of the system requirement discussed above. The TOT ordinance should be amended to require all operators to post registration numbers with their online advertisements.

**Management Response:**

Management concurs. Management is currently working with PRMD and other stakeholders to update the County ordinance relating to TOT. One of the changes is requiring all advertising to contain the TOT certificate number. Requiring pictures to be stored relating to individual properties for future property verification implies a standard exists relating to how property is depicted in the picture. We are unaware of any standard and are concerned with the overall effectiveness of this idea as compared to enhancing other less costly program measures.

**5. Increase advertising and outreach**

A significant portion of the effectiveness of an enforcement program is derived from the potential violators' awareness that the program exists and is effective.

A sustained advertising and outreach campaign should be conducted to educate and inform the operators and vacation rental organizations about ordinance requirements, enforcement activities, and the consequences of noncompliance.

**Management Response:**

Management concurs. As has been done in the past, upon the adoption of any significant program revisions or ordinance changes an effort to 're-register' all operators would likely take place and that outreach would include communication regarding the significant elements of the TOT program. Staff can also evaluate other means to communicate the requirements of the program to the public such as through the Sonoma County Tourism Bureau.

**6. Seek partnership with vacation rental websites**

Vacation rental organizations, such as VRBO and Airbnb, are probably the most effective bridge to the rental property operators. Airbnb recently started collecting and remitting TOT in some jurisdictions.

The best possible outcome for the County from such a partnership would be an agreement by these organizations to collect and remit the TOT. In return, the County could offer compensation. Other possible arrangements, such as a partnership to disseminate TOT information to property owners on an ongoing basis, should be explored as well.

The system enhancements and collection of additional data we recommend in this report will produce information that may be of value to these vacation rental organizations or their customers. Market rent by property type or location, for example, would be valuable to property operators and renters. Access to the information could be offered as incentive for these organizations to cooperate.

**Management Response:**

Management concurs. In the past Management has worked with these types of sites to communicate the need for compliance with our TOT ordinance through verbal and written correspondence. We also continue, to seek partnership opportunities with vacation rental websites. Although, we suspect that these websites already gather TOT operator data that fulfills their needs, we will investigate the additional value the data collected in our systems may provide and therefore serve as incentive for them to help identify unregistered operators.

**7. Develop procedures for application and approval for properties claimed exempt from the requirements of the TOT ordinance**

The TOT ordinance exempts certain membership organizations from collection of TOT. The TOT Administration does not have a process to track and validate exempt organizations.

An organization called the Bohemian Club operates a 2,000 guest capacity lodging facility in the County's unincorporated area and does not remit TOT. The current laws and regulations do not appear to exempt this organization from collecting TOT.

The TOT ordinance exempts "organized camps", as defined by California Health and Safety Code Section 18897, from collecting TOT. The California Code of Regulations Title 17,

Subchapter 6, Section 30704, requires annual registration with the local health officer. We confirmed with the County Health Officer that the Bohemian Club is not registered as an “organized camp”.

Treasury Staff should maintain documentation for organizations claiming to be exempt from the requirements of the TOT ordinance. The Bohemian Club should be notified of its requirement to file the statement under CCR 17, Subchapter 6, Section 30704.

**Management Response:**

Management concurs. Management will work with other County agencies to develop a process to track and validate exempt organizations. However, we think the list of such organizations is relatively limited and our main focus should not be on who is exempt but rather who is qualified to participate in the program.

**B) Under-reporting tax gap (TOT not collected from operators of properties who are registered but are underreporting gross receipts or overstating exempt revenue)**

**1. Develop property rent profiles**

After upgrading the system and collecting the additional data discussed above, property rent profiles could be created to accurately estimate gross rents and TOT due. This will allow the TOT Administration to better identify and follow up on properties with potentially understated gross receipts, exemptions, or TOT liability.

**Management Response:**

Management concurs. Management recognizes the need for an effective risk based approach to enforcement activities. Developing and using profiles is best suited for an environment where the population is expected to have certain common factors, allowing the use of expected versus actual results as a basis for audits or other investigations. We are not certain if the TOT operator population has such common factors that can be gathered and analyzed in a cost effective manner.

Management would recommend that Internal Audit perform additional analysis once sufficient data is available to better demonstrate the cost effective use of profiles.

**2. Periodically calculate the total under-reporting tax gap**

The total underreporting tax gap would be the sum of negative variances of all properties calculated as described above. When monitored over time, this measure will indicate the effectiveness of strategies employed to discourage operators from underreporting.

**Management Response:**

Management concurs. Management agrees that there is a need to estimate the underreporting tax gap. However, we will defer our decision to implement this recommendation pending the results of Internal Audit's additional work discussed in our response to the previous recommendation.

**3. Collect occupancy data with the tax returns**

The property owners/managers are not required to provide occupancy data. Occupancy data is useful in performing analytical procedures to test the reasonability of reported rent.

Occupancy data should be collected and taken into consideration to accurately estimate the tax gap, perform variance analysis and direct audit resources. The occupancy data could also be used to explain material variances, thereby avoiding the cost of an audit.

**Management Response:**

Management concurs. As part of a future revision to the TOT program Management will consider how to work with reporting entities to ensure a smooth transition to the increased reporting requirements. As stated previously, staff already evaluates reported tax variances as one of several criteria used to make audit recommendations.

**4. Require all property managers to submit separate returns for each property**

Currently, TOT return data by property is not being recorded for some 1,500 properties that are managed by professional property managers. Each property manager is required to obtain only one registration covering all properties he/she manages and file only one consolidated TOT return for each reporting period.

To more accurately develop property rent profiles and perform variance analysis, the TOT return data should be recorded separately for each property. Currently, TOT data is aggregated for multiple properties when all are being managed by a single property manager.

**Management Response:**

Management concurs. In the past, very few properties were managed and the practice of aggregating collections for properties under management was a reasonable approach to recordkeeping. However, with the increase in the number of managed properties and VRBO rentals, more detailed records need to be kept. Management will work with reporting entities to ensure a smooth transition to the increased reporting requirements.

**C) Non-payment tax gap (TOT not collected from delinquent operators)**

**1. The County should maintain tax return information on each property**

As discussed above, detailed TOT tax return information is not maintained for approximately 1,500 properties. Without detailed rent and TOT collection history, it will be difficult for the County to estimate amounts due from specific properties for purposes of filing liens and pursuing collection through other means.

**Management Response:** Management concurs.

**2. Policies and procedure should be developed for writing off uncollectible accounts**

The largest current delinquent account carries a balance of \$700k. The TOT Administration has filed a lien against the property manager, but since the total due applies to several properties and the detailed payment information is not known, liens cannot be placed against specific properties.

Management should develop policies and procedures for writing off uncollectible accounts. For the inactive delinquent account that has a balance of \$700k, County Counsel should be consulted to determine if there are any remaining practical options for pursuing collection. After all reasonable options have been pursued, the account should be written off in accordance with the County policy.

**Management Response:**

Management concurs. A formal process for writing off uncollectible accounts should be developed. The program already has a practice of working with County Counsel on all acutely delinquent accounts. We also have a routine for how to address acutely delinquent accounts and implement it on a regular basis.

**D) Overall**

**1. Consider collaborating with the cities in the County who collect TOT -** The County should explore the feasibility of a joint TOT administration with local cities to reduce administration costs.

**Management Response:**

Management concurs. Jointly administered programs might be feasible however until the County program is revised and reorganized to address the significant increase in activity over the last decade we do not expect to make this concept a high priority.

**Management Summary:**

The County TOT program has undergone significant changes over the past 12 years including a tripling of the number of registered lodging operators and a doubling of the revenue collected. During that same time frame the program has experienced an extremely low payment delinquency rate of 1.6%. By comparison, the delinquency rate for countywide secured property tax ranges between 2-4% *annually* during the same period. It should be noted that TOT is an unsecured tax and to have lower overall delinquency than the secured property tax roll is noteworthy.

There have been many associated industry changes and as a result there are clearly many ways the program can be improved to become more effective and efficient. Some of these measures can be implemented relatively easily while others will require additional staff or other resources. One of the key resources already in use is field audits of the lodging establishments. As with any enforcement program, there has to be an active field enforcement presence in order to help assure compliance. Tourism operators frequently work with one another and are aware of the County enforcement efforts and so we view the audit function as a critical element that should be continued at or above current levels. Management intends to evaluate the suggestions within this document and create a baseline estimate of the appropriate staffing and other resource levels needed to improve the program.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 30 - B  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Jennifer Barrett 565-2336  
Jane Riley 565-7388

**Supervisorial District(s):**

All

**Title:** Resolution of Intention to Amend Vacation Rental Ordinance

### **Recommended Actions:**

Adopt a Resolution of Intention providing direction to staff to amend the Vacation Rental Ordinance.

### **Executive Summary:**

#### **Background**

In November of 2009, the Board adopted a Resolution of Intention to create a Vacation Rental Ordinance. After an intensive community engagement process, the Board adopted a Vacation Rental Ordinance in November of 2010, which became effective January 1, 2011. The Ordinance allows vacation rentals with up to five guest rooms in most zoning districts, subject to issuance of a zoning permit and without notice or hearing. The Ordinance had been developed over a two year period using an inclusive approach involving neighbors, industry representatives and other stakeholders. The Ordinance was intended to both legalize existing vacation rentals that had not previously been addressed in the Zoning Code, and establish operating standards and compliance measures to ensure neighborhood compatibility.

Since the January 1, 2011, effective date of the Ordinance, PRMD has issued 775 zoning permits for vacation rentals. It is estimated that 350 of those permits were for existing vacation rentals, with the remaining 425 issued for new vacation rentals and those brought into compliance through the code enforcement process. Fiscal 13-14 Transient Occupancy Tax (TOT) collections for the transient rental of single family homes (predominantly vacation rentals) totaled almost \$4.2 million, comprising 38% of the total TOT collected for that latest fiscal year. Presently, the vast majority of vacation rental complaints received by PRMD relate to wholly unpermitted vacation rentals, with only a small percentage (15%) of complaints related to noncompliance with the adopted standards.

#### **Outstanding Vacation Rental Issues**

While adoption and enforcement of the Vacation Rental Ordinance has improved compliance and addressed a number of issues that existed prior to adoption, there are additional issues that could be

addressed with a revision of the ordinance. The primary issues that are experienced by neighbors of vacation rentals and reported to staff include the following:

#### Noise and Parking

Noise (especially nighttime noise) and too many cars parked off-site are the most common vacation rental complaints about operational conditions not being met. Staff will review the standards and make recommendations on any needed changes.

#### Non-Responsive Contact Persons

The Vacation Rental Ordinance requires that complaints be first directed to the designated 24/7 contact person for resolution. Currently, that contact person can be a property manager, or an owner or another person who lives within a one hour drive of the vacation rental property. If the contact person does not respond, then the complainant may contact PRMD to begin enforcement action. While this process achieves the desired results in the majority of cases, there are a number of vacation rental owners who do not designate a responsible property manager, or who designate themselves but are unable to respond on-site in a timely manner because they live too far away. As well, sometimes the designated contact person does not respond to phone calls even after repeated messages have been left. Because PRMD has no way to track these calls and activities, enforcement is difficult.

In order to remedy this situation, staff will consider establishing standards for the designated contact person, including a requirement that they be located with a certain radius of the vacation rental, and that they call a dedicated number at PRMD to log all calls and their responses. The designated contact person would also have to sign a statement acknowledging their rights and responsibilities, including the responsibility to list the TOT Certificate number in all advertising including websites. As Airbnb and similar listing sites become more prevalent, these procedures will become even more important.

#### Non-Compliance with Neighborhood Notification Requirements

The existing Vacation Rental Ordinance does not require noticing prior to issuance of a vacation rental permit, but instead requires that owners or their property managers notify all neighbors within 300 feet after the issuance of a permit of the occupancy limits of the vacation rental, and the name and number of the 24/7 contact person in case of any problems. Once the noticing of the neighbors has been done, the owner or property manager must return an Affidavit of Noticing to complete the processing of their file. To date, 599 of the 775 vacation rental permits issued have returned the affidavit of noticing; the remaining 196 have not returned the affidavit and so may not have notified the neighbors as required by the Ordinance. Follow up has begun and will continue as one of the responsibilities of the newly-hired Code Enforcement position. Changes to the Vacation Rental ordinance or processing procedures are needed to better ensure that the notification requirements are met.

#### Neighborhood Character/ Overconcentration

The issue of the loss of neighborhood character has been raised many times by neighbors of vacation rentals. Distance requirements for the establishment of new vacation rentals will be explored. An added complication to addressing overconcentration arises because it is difficult to determine actual concentration. Because the Zoning Permits expire upon sale or transfer of the property, PRMD does not know if all permitted vacation rentals are still in operation, and there are additional properties that may be operating in the area without the required permitting. Although the ordinance requires vacation

rental owners to notify PRMD of the sale of a vacation rental property, this requirement has not always been followed. PRMD has recorded and nullified 32 Vacation Rental Permits upon learning of the sale or transfer of a vacation rental property; about half of these resulted in the issuance of new Vacation Rental Permits under the new owner. Staff will investigate how the problems with tracking active permits and other overconcentration issues might be overcome with changes to the Vacation Rental Ordinance.

### Loss of Permanent Housing Stock

Sonoma County is currently experiencing a rental vacancy rate of less than 2%, indicating a severe shortage of long-term rental housing. Housing Element policies discourage the loss of permanent housing to visitor-serving uses. There may be changes that could be made to the ordinance to better protect permanent residential housing stock while still allowing vacation rentals where appropriate.

### **Recommendation**

Staff recommends that the Board of Supervisors adopt the attached Resolution of Intention directing staff to prepare amendments to the Vacation Rental Ordinance to accomplish the following:

1. Define the roles and responsibilities of property managers and 24/7 contact persons to facilitate understanding and compliance;
2. Address time and distance maximums for property managers and 24/7 contact persons to better ensure timely responses to complaints;
3. Address the potential for loss of permanent rental housing stock;
4. Address compatibility issues related to noise, parking, and overconcentration;
5. Ensure that vacation rentals are properly registered and operating safely, and that appropriate taxes are being paid;
6. Address issues related to the allowances for special events at vacation rentals in some zones; and
7. Research and address other issues that may arise during public outreach and meetings.

### **Recommended Next Steps**

1. The Board adopts a resolution of intention directing staff to amend the vacation rental ordinance. Staff develops draft revisions to the ordinance following stakeholder meetings, and hosts public workshops to review options and refine as necessary.
2. Notice is provided and a public hearing is held before the Planning Commission on the draft ordinance. Vacation rental property owners and property managers, neighbors of vacation rental properties who have previously contacted PRMD to file complaints, and other interested parties will be notified and given an opportunity to participate. Planning Commission recommendations are incorporated and forwarded to the Board of Supervisors.
3. Notice is provided and a public hearing is held before Board of Supervisors on the Commission-recommended ordinance. Stakeholders and interested parties will again be notified and given an opportunity to participate. Board provides direction to staff on any

changes to draft ordinance and may consider pipeline provisions for any rental contracts executed prior to adoption of the Resolution of Intention.

4. Following staff’s incorporation of the Board’s recommended changes, the Board would adopt the final version of the ordinance, and it would become effective 30 days later.

Staff estimates that given current workload demands, coordination with the Auditor’s office and the need to include a variety of stakeholders in the update process, the ordinance revisions and hearings would take approximately six to nine months.

**Prior Board Actions:**

04/21/2009: The Board considered the compatibility issues with the use of single family homes as transient rentals and considered a range of possible policy options. The Chair appointed two supervisors to an Ad Hoc Committee to return with a recommendation  
 11/03/2009: The Board adopted a Resolution of Intention directing staff to amend the Zoning Code to include provisions for vacation rentals, as recommended by the Ad Hoc Committee  
 11/09/2010: The Board adopted the Vacation Rental Ordinance, effective January 1, 2011

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

The recommended action supports both Goal 1 (Safe, Healthy and Caring Community) and Goal 2 (Economic & Environmental Stewardship) by balancing tourism and related tax receipts with the safety and character of existing residential communities and permanent housing stock.

**Fiscal Summary - FY 14-15**

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

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

If additional vacation rental properties are brought into compliance, there is potential for additional TOT monies to be collected. Staff costs for the update efforts will be addressed in Comprehensive Planning Workplan.

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



County of Sonoma  
State of California

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Date: October 7, 2014

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

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

ORD14-0011 Jane Riley



4/5 Vote Required

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**Resolution Of Intention Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Directing Staff To Review And Revise The Vacation Rental Ordinance (Section 26-88-120 Of The Sonoma County Code) To Address Complaints and Improve Ordinance Effectiveness Including Defining Roles and Responsibilities of Property Managers; Studying Ways To Increase Compatibility With Surrounding Uses; Ensuring That All Vacation Rentals Are Operating Safely And In Accordance With County Code And Are Properly Registered And Paying Appropriate Taxes.**

**WHEREAS**, the Permit and Resource Management Department and the Sheriff have received numerous complaints related to activities at vacation rentals; and

**WHEREAS**, the zoning code contains Vacation Rental procedures for enforcement; and

**WHEREAS**, since the adoption of the Vacation Rental Ordinance there have continued to be complaints related to activities at vacation rentals;

**WHEREAS**, the existing Vacation Rental Ordinance needs to be revised and amended to better protect existing housing stock and to provide better compatibility within residential neighborhoods; and

**WHEREAS**, the Vacation Rental Ordinance needs to be further revised to ensure that all vacation rentals are operating safely and in accordance with County Codes, and are properly registered and paying appropriate taxes; and

**WHEREAS**, the public necessity and convenience and the general welfare of residents residing in the County require that special use standards and permit requirements be established for vacation rentals.

**NOW, BE IT RESOLVED** that pursuant to Section 26-96-010 of the Sonoma County Code, the Board of Supervisors hereby adopts this resolution of intention directing staff to prepare amendments to the Section 26-88-120 of the Sonoma

County Zoning Regulations (Vacation Rental Ordinance) to accomplish the following:

- Define the roles and responsibilities of property managers and contact persons who will be required to be available 24 hours per day, 7 days per week during rental periods, in order to facilitate understanding and compliance;
- Address time and distance maximums for property managers and contact persons to better ensure timely responses to complaints;
- Address the potential for loss of permanent rental housing stock;
- Address compatibility issues related to noise, parking, and overconcentration;
- Ensure that vacation rentals are properly registered and operating safely, and that appropriate taxes are being paid;
- Address issues related to the allowances for special events at vacation rentals in some zones;
- Research and address other issues that may arise during public outreach and meetings; and
- Consider including a pipeline provision exempting vacation rental leases and agreements executed prior to the adoption of this Resolution of Intention to the extent those existing leases or agreements conflict with new 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:                      Zane:                      McGuire:                      Carrillo:                      Rabbitt:

Ayes:                                      Noes:                                      Absent:                                      Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 31  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Diane Kaljian – 565-5950

**Supervisorial District(s):**

All

**Title:** Human Services Department Appointment of Retiree Extra-Help

### **Recommended Actions:**

Pursuant to Government Code § 7522.56 approve the appointment of Maria Olivia Sandoval as a Home Care Support Specialist Retiree Extra-Help, in order to fill a critically needed position within 180 days of her retirement, with an appointment date as early as October 20, 2014.

### **Executive Summary:**

Pursuant to the California Public Employees' Pension Reform Act (PEPRA), Government Code §7522.56, an exception can be made to reappoint a retiree as extra-help provided the governing body certifies that the appointment is necessary to fill a critically needed position, in those circumstances where 180 days from the date of retirement has not yet passed. This approval must be in a noticed public meeting and not on a consent calendar. PEPRA includes other requirements in order for a retiree to be eligible for an Extra-Help appointment, such as not having accepted a retirement incentive and not having accepted unemployment arising out of prior public appointment. The individual and delegated department staff have completed the Retiree Extra-Help Compliance Form certifying the appropriateness of the appointment.

Maria Olivia Sandoval, Home Care Support Specialist, retired on August 4, 2014. Ms. Sandoval worked for the County for 31 years and held the Home Care Support Specialist position for her last 12 years. Ms. Sandoval's bilingual capacity combined with her extensive knowledge of the In-Home Supportive Services (IHSS) program rules and requirements provide her with the specialized skills to train IHSS providers and recipients regarding substantial upcoming program changes. In order to comply with new requirements related to the federal Fair Labor Standards Act (FLSA) that take effect on January 1, 2015, the Human Services Department will provide trainings for IHSS providers and recipients (combined total of 10,000 in Sonoma County, with 1,000 monolingual Spanish-speaking) beginning in late October through January.

This position is pending recruitment through County Human Resources, due to a request to increase the position from half-time to full-time. The Human Services Department expects to make this request to

the Board in October.

Human Services Department has consulted with the Human Resources Department which is supportive of the recommended action.

In accordance with Government Code section 7422.56, the Human Services Department is asking the Board certify as follows:

- Maria Olivia Sandoval’s appointment to Home Care Support Specialist is necessary to fill a critically needed position within 180 days of her retirement date;
- Maria Olivia Sandoval did not accept retirement incentives upon her retirement; and
- Maria Olivia Sandoval’s appointment shall not exceed 960 hours per year.

If the Board of Supervisors makes the foregoing certifications, Maria Olivia Sandoval will be hired as of October 20, 2014 as Home Care Support Specialist.

**Prior Board Actions:**

None

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

This program provides services to seniors and persons with disabilities that assist with maintaining health, independence, and the ability to remain at home.

**Fiscal Summary - FY 14-15**

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

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

Funding is included in the FY 14/15 budget.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
This is a Retiree Extra-Help appointment; no permanent allocations are being added or changed.			
<b>Attachments:</b>			
None			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 32  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Efren Carrillo 565-2241

**Supervisorial District(s):**

Fifth District

**Title:** Fee Waiver

**Recommended Actions:**

Approve Board Sponsorship of \$4525 to the Sebastopol Center for the Arts for the AARP Tax-Aide Program at the Sebastopol Veteran's Memorial Building from February 5, 2015 through April 9, 2015. (Fifth District)

**Executive Summary:**

AARP counselors conduct no cost tax preparation assistance for low income individuals and families. All advisors are volunteers, and this effort results in refunds of over \$262,000 to area residents. See attached letter from Louise Ahles-Kedziora. Because AARP is a national organization and the local chapter has no bank account, we are requesting that the sponsorship go directly to the non-profit managing the building.

**Prior Board Actions:**

Awarded Fee Waiver of \$4204 in 2013

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

**Fiscal Summary - FY 14-15**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$ 4525	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$ 4525
	\$		\$
<b>Total Expenditure</b>	<b>\$ 4525</b>	<b>Total Sources</b>	<b>\$ 4525</b>

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

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**Staffing Impacts**

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

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

None.

**Attachments:**

Fee Waiver Application, Letter from Louise Ahles-Kedziora.

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

None.



*Waiver  
10/7*

September 14, 2014

TO: Sonoma County Board of Supervisors  
575 Administration Drive, Room 100A  
Santa Rosa, CA 95403-2887

ATTN: Efren Carrillo

With this memo I am requesting:

- Use of the Sebastopol Veteran's Memorial Building on Thursdays from February 5, 2015 through April 9, 2015
- A waiver from the facility use fees for the use of the Sebastopol Veteran's Building, 282 High Street, Sebastopol, CA, to include room fees, room set up fees and processing fees

The AARP Foundation Tax-Aide program is a volunteer-run tax counseling and preparation service available to low and middle income taxpayers, with special attention to those ages 60 and older. To assure quality, all volunteer counselors must attend training, successfully pass a tax law exam and demonstrate competence in the use of the Taxwise computer program. On site, all returns are subjected to a quality review process before e-filing.

Last tax season, we prepared tax returns for 4073 taxpayers in Sonoma County, 340 at the Sebastopol Veterans Memorial Building. In addition, we assisted another 620 taxpayers by answering questions, reviewing paperwork and helping them with letters from the Franchise Tax Board and IRS. The total refund amount was \$2,799,145 with the refunds for the Sebastopol location at \$262,707. The average annual income of those helped was \$28,742.

The Sebastopol and West County taxpayers are grateful that they have this free service. We cannot ask for donations or charge for the service. All who are providing assistance are volunteering their time. The AARP Foundation Tax-Aide program receives no tax funding and we can only operate in locations where there is no facility charge.

Thank you for consideration of this request.

Sincerely,  
  
Louise Ahles-Kedziora  
Sonoma County District Coordinator  
AARP Tax-Aide Program  
lakedziora@yahoo.com (707) 490-4025



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
Veterans Mem Bldg Operator	Facility Use Fees 2/1/2015 to 4/15/2015	\$4,525.00

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
1 / 29 / 2014	Sonoma County	Room fees for AARP Tax-Aide	\$4,525.00
2 / 1 / 2013	Sonoma County	Room fees for Tax-Aide	\$4,405.00
8 / 8 / 2011	Sonoma County	Room fees for Tax-Aide	\$3,725.00
11 / 9 / 2010	Sonoma County	Room fees for Tax-Aide	\$2,891.00

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

District Coordinator, Sonoma County Tax-Aide  
 Title

9 / 11 / 2014  
 Date

**SEBASTOPOL**  
**CENTER FOR THE ARTS**

**RENTAL INFORMATION FOR USE OF SEBASTOPOL VETERANS MEMORIAL BUILDING**

**TENTATIVE RESERVATION**

**CUSTOMER:**

LOUISE AHLES-KEDZIORA  
 AARP TAX-AIDE SONOMA/NAPA  
 DISTRICT COORDINATOR

3248 COBBLESTONE DRIVE  
 SANTA ROSA, CA 95404

**RESEVATION:**

EVENT NAME: VOLUNTEER TAX-AIDE

STATUS: TENTATIVE  
 EVENT TYPE: PUBLIC  
 CLASSIFICATION:  
 ALCOHOL: NO  YES   
 PHONE WORK:  
 PHONE HOME: CELL 490-4025  
 PHONE CELL:  
 PHONE FAX: 707-578-6688  
 E-MAIL: LAKEDZIORA@YAHOO.COM

**NOTICE:**

- HELLIUM BALLOONS, CHEWING GUM, GLITTER, CONFETTI, CANDLES, AND SHOES ON THE WALL(S) ARE NOT PERMITTED IN OUR FACILITIES AT ANY TIME.
- HOURS RESERVED MUST INCLUDE DECORATION, SET-UP AND CLEAN-UP.
- CHANGES TO THIS RESERVATION MAY BE MADE UP TO 30 DAYS PRIOR TO THE EVENT DATE.
- ADDITIONAL CHARGES WILL BE INCURRED IF YOUR EVENT RUNS BEYOND CONTRACTED HOURS.
- A \$50.00 FEE WILL BE CHARGED IF CONTRACT REQUIREMENTS ARE NOT MET 30 DAYS PRIOR TO EVENT DATE OR IF CHANGES OF ANY KIND ARE REQUESTED LESS THAN 30 DAYS BEFORE EVENT DATE.
- FAILURE TO PAY DEPOSIT ON TIME WILL RESULT IN CANCELLATION OF YOUR RESERVATION - THE REINSTATEMENT FEE IS \$50.00

**Bookings / Details**

	<b>Amount</b>
Room Set-up Fee (1-100):	100.00
Setup Notes: As per drawing	
Processing Fee:	25.00
Thursday. February 5, 2015	
8:00 AM – 4:00 PM Tax-Aide Sebastopol Dining Room	\$440.00
Conference for 20	
Room Charge: (8 hours @ 55.00/hr)	
Thursday. February 12, 2015	
8:00 AM – 4:00 PM Tax-Aide Sebastopol Dining Room	\$440.00
Conference for 20	
Room Charge: (8 hours @ 55.00/hr)	

**SEBASTOPOL**  
**CENTER FOR THE ARTS**

**RENTAL INFORMATION FOR USE OF SEBASTOPOL VETERANS MEMORIAL BUILDING**

Thursday, February 19, 2015 8:00 AM – 4:00 PM Tax-Aide Sebastopol Dining Room Conference for 20 Room Charge: (8 hours @ 55.00/hr)	\$440.00
Thursday, February 26, 2015 8:00 AM – 4:00 PM Tax-Aide Sebastopol Dining Room Conference for 20 Room Charge: (8 hours @ 55.00/hr)	\$440.00
Thursday, March 5, 2015 8:00 AM – 4:00 PM Tax-Aide Sebastopol Dining Room Conference for 20 Room Charge: (8 hours @ 55.00/hr)	\$440.00
Thursday, March 12, 2015 8:00 AM – 4:00 PM Tax-Aide Sebastopol Dining Room Conference for 20 Room Charge: (8 hours @ 55.00/hr)	\$440.00
Thursday, March 19, 2015 8:00 AM – 4:00 PM Tax-Aide Sebastopol Dining Room Conference for 20 Room Charge: (8 hours @ 55.00/hr)	\$440.00
Thursday, March 26, 2015 8:00 AM – 4:00 PM Tax-Aide Sebastopol Dining Room Conference for 20 Room Charge: (8 hours @ 55.00/hr)	\$440.00
Thursday, April 2, 2015 8:00 AM – 4:00 PM Tax-Aide Sebastopol Dining Room Conference for 20 Room Charge: (8 hours @ 55.00/hr)	\$440.00
Thursday, April 9, 2015 8:00 AM – 4:00 PM Tax-Aide Sebastopol Dining Room Conference for 20 Room Charge: (8 hours @ 55.00/hr)	\$440.00
<b>Yearly Grand Total</b>	<b>\$4525.00</b>

GRAND TOTAL MY NOT REFLECT ALL POSSIBLE CHARGES  
Any balance due must be paid in full no later than 30 DAYS PRIOR to the event date

**SEBASTOPOL**  
**CENTER FOR THE ARTS**

**RENTAL INFORMATION FOR USE OF SEBASTOPOL VETERANS MEMORIAL BUILDING**

Louise Ahle-Kedzian District Coordinator  
Sign  
9/11/14 In AARP TAX-MIDB Sonoma County  
Date

Cancellation: *- Conditional upon all fees waived by Sonoma County Board of Supervisors*  
If the event is cancelled 90 days or more from the date held, 50% of the deposit shall be retained by SCA  
If the event is cancelled between 30-90 days of the date held, the entire deposit shall be retained.  
If the event is cancelled 15-30 days of the date held 50% of the Rental Fee will be retained.  
If the event is cancelled within 15 days of the event 100% of the Rental Fee will be retained.

**CLEANING/DAMAGE DEPOSITS:**

The entire cleaning/damage deposit will be forfeited if ANY of the following occurs:  
GUM IS FOUND IN THE FACILITY (FLOOR, ETC.) AND GARBAGE REMOVED.  
GLITTER IS FOUND IN THE FACILITY  
ALCOHOL IS BROUGHT INTO FACILITY DURING A "NON-ALCOHOL" EVENT  
DATE 08-21-2014 PREPARED BY SEBASTOPOL CENTER FOR THE ARTS

**Reservation Fees - A \$25 Processing Fee will be included on all reservations.** Processing Fee payment must accompany application for it to be processed.  
Processing Fee will be refunded only if facility is not available.

**Reservation Deposits -** To book your event, a deposit is required. Deposits can be made by Visa, MasterCard, check or cash. This deposit is applied toward the rental of the building. The minimum reservation deposit to hold the auditorium is \$225 (includes processing fee) or the actual facility rent, whichever is less. A \$125 reservation deposit (includes processing fee) or actual facility rent, whichever is less, is required to hold other rooms for any date requested.

**Late Fee -** There is a \$50 late fee charged for 1) failure to pay deposit and processing fee within 10 days of booking, and/or 2) contracts not completed 30 days before event, and/or 3) changes made to contract within 30 days of event.

**Room Set-up Fee**

1-100 attendees	\$100
101-200 attendees	\$200
201-500 attendees	\$300
501 or more attendees	\$400

**PAYMENT CAN BE MADE TO ADDRESS BELOW OR IN PERSON AT:**  
**SEBASTOPOL CENTER FOR THE ARTS**  
**282 S. HIGH STREET**  
**SEBASTOPOL, CA 95472**  
**Attn: Kathy Douglas**



County of Sonoma  
Agenda Item  
Summary Report

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

**Agenda Item Number:** 33  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Efren Carrillo 565-2241

**Supervisorial District(s):**

Fifth District

**Title:** Fee Waiver

**Recommended Actions:**

Approve fee waiver for permit and driveway inspection fees for a cost of \$573 to the Sonoma County Horse Council for the improvements to the equestrian parking lot at Bodega Head on Bayflat Road. (Fifth District)

**Executive Summary:**

In April 2005, the Horse council received a waiver to pay for improvements to the equestrian parking lot. Due to budgetary concerns this work did not commence in a timely fashion. This fee waiver is for increased permit fees associated with the same project.

**Prior Board Actions:**

Fee Waiver Approved April 5, 2005

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

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$ 573
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$ 573</b>

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

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**Staffing Impacts**

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

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

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**Attachments:**

Agenda Item Summary Report for Initial Fee Waiver dated April 5, 2005

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

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COUNTY OF SONOMA #44 April 5, 2005  
 AGENDA ITEM  
 SUMMARY REPORT

Clerk of the Board Use Only  
 Meeting Date: \_\_\_/\_\_\_/\_\_\_ Held Until: \_\_\_/\_\_\_/\_\_\_  
 Agenda Item No: \_\_\_\_\_ Agenda Item No: \_\_\_\_\_

Department: BOARD OF SUPERVISORS ( ) 4/5 Vote Required  
 Contact: Supervisor Reilly Phone: 2241 Board Date: April 5, 2005 Deadline for Board Action:

AGENDA SHORT TITLE: Fee Waiver  
 REQUESTED BOARD ACTION:  
 Waive permit and driveway inspection fees for a total of \$445 to the Sonoma County Horse Council for the equestrian parking lot at Bodega Head on Bayflat Road

CURRENT FISCAL YEAR FINANCIAL IMPACT

<u>EXPENDITURES</u>		<u>ADD'L FUNDS REQUIRING BOARD APPROVAL</u>	
Estimated Cost	\$	Contingencies	\$
		(Fund Name: )	
Amount Budgeted	\$	Unanticipated Revenue	\$
		(Source: )	
Other Avail Approp	\$	Other Transfer(s)	\$
(Explain below)		(Source: )	
Additional Requested:	\$	Add'l Funds Requested:	\$
Explanation (if required):			

Prior Board Action(s):

Alternatives - Results of Non-Approval:

	MOTION	AYE	NO
BROWN		✓	
KERNS		✓	
KELLEY		✓	
REILLY		✓	
SMITH		Absent	



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 34  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors, Board of Directors, Sonoma County Water Agency, Board of Directors, Agricultural Preservation and Open Space District, County of Sonoma

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sonoma County Water Agency, Sonoma County Agricultural Preservation and Open Space District, Permit and Resource Management Department

**Staff Name and Phone Number:**

Marcus Trotta / 547-1978; Karen Gaffney / 565-7344 and Sandi Potter / 565-8351

**Supervisorial District(s):**

All

**Title:** Santa Rosa Plain Groundwater Management Plan

**Recommended Actions:**

- a) Hold public hearing and adopt the Resolution adopting the Santa Rosa Plain Groundwater Management Plan; determining that adoption of the Santa Rosa Plain Groundwater Management Plan will not have a significant adverse effect on the environment; and authorizing the Water Agency's General Manager to file a Notice of Exemption.
- b) Authorize the Chair, acting as Chair of the Board of Supervisors of Sonoma County, Chair of the Board of Directors of the Sonoma County Water Agency, and Chair of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, to execute a multi-party agreement with City of Cotati, City of Santa Rosa, City of Sebastopol, City of Rohnert Park, Town of Windsor, United Wine Growers Association, and California American Water Company to cooperatively fund FY 2014/2015 and 2015/2016 implementation of the Santa Rosa Plain Groundwater Management Plan for the amount of \$330,000; agreement terminates on December 31, 2016.

**Executive Summary:**

This agenda item provides a summary of groundwater management planning activities in the Santa Rosa Plain, presents the proposed Resolution adopting a Santa Rosa Plain Groundwater Management Plan (Plan), for Board consideration after conducting a hearing under the California Water Code, and requests Board approval for the Water Agency's General Manager, Agricultural Preservation and Open Space's General Manager, and Permit and Resource Management Department Director to execute a multi-party funding agreement with City of Cotati, City of Santa Rosa, City of Sebastopol, City of Rohnert Park, Town of Windsor, United Wine Growers Association, and California American Water Company (\$330,000 through December 31, 2016) for cooperative funding for the first two years of

implementation of the Plan.

#### HISTORY OF ITEM/BACKGROUND

The Santa Rosa Plain Watershed (Plan Area) covers an area of approximately 167,000 acres and is home to approximately half of the population of Sonoma County. The groundwater system beneath the Santa Rosa Plain provides numerous benefits to the region, including rural residential and municipal water supplies, irrigation water for agriculture, and baseflow to streams and surface water bodies.

The United States Geological Survey completed a study of the Santa Rosa Plain groundwater basin in 2014 in collaboration with the Sonoma County Water Agency (Water Agency), the cities of Cotati, Rohnert Park, Santa Rosa and Sebastopol, the town of Windsor, the County of Sonoma, and the California American Water Company. The study shows that increased groundwater pumping has caused an imbalance between the amount of water flowing into and out of the basin. This imbalance could affect groundwater levels in wells and reduce flows in creeks and streams, leading to a potential for decline in habitat and ecosystems. Future growth in population and demand for water coupled with a changing climate and constraints on existing surface water sources are likely to increase stresses on the region's groundwater resources. These findings demonstrate the need for careful monitoring and management of groundwater and surface water in the Plan Area to provide a sustainable supply of water for groundwater users and the environment.

An integrated strategy being undertaken statewide by many local agencies is to develop and implement non-regulatory, voluntary groundwater management plans in compliance with the 1992 Assembly Bill 3030 and the 2002 Senate Bill 1938. Such plans include public involvement, groundwater level and quality monitoring, and management strategies. Such a plan has been successfully developed and implemented in Sonoma Valley. Development of such a plan for the Santa Rosa Plain is one of the immediate actions identified in the Water Agency's Water Supply Strategy No. Five (Work with Stakeholders to Promote Sound, Information-Based Water Supply Planning Programs) of the Water Supply Strategies Action Plan. Additionally, a technical study of the Petaluma Valley Groundwater Basin has recently been initiated by the United States Geological Survey, Water Agency and the City of Petaluma, which could form a technical foundation for future groundwater management planning in that basin.

#### RELATIONSHIP TO PENDING STATE GROUNDWATER LEGISLATION

On September 16, 2014, the Governor signed a package of bills that will change groundwater management in California. The legislation gives local agencies the means to manage groundwater basins in a manner that is sustainable over the long-term. Under the legislation basins will be evaluated based on a set of criteria, ranking them into low, medium or high priority. Basins ranked in medium or high priority (the Santa Rosa Plain is identified as a medium priority basin) would have approximately seven years to develop a "groundwater sustainability plan" compliant with the new legislation or demonstrate that the basin is being managed sustainably under an existing plan. The legislation also requires the development of quantifiable sustainability goals that must be met within 20 years.

Where local agencies fail to develop or implement sustainability plans under the legislative timelines,

the new laws would give the California Department of Water Resources and the State Water Resources Control Board the authority to intervene and assume management functions for basins that are out of compliance.

Adopting the proposed Plan now will significantly advance the region's ability to comply with the new legislation by establishing a robust data collection and monitoring program, promoting, studying and implementing programs and projects aimed at sustaining the basin's groundwater resources, and fostering stakeholder coordination activities. Additionally, adopting the proposed Plan now will make the region eligible for current and future State funding programs for water and groundwater projects, and increase the likelihood for local decision makers to retain the ability to manage the water resources of the Santa Rosa Plain moving forward.

Water Agency staff, in coordination with relevant County staff, plan to bring an informational item to the Board in late fall or early winter (depending on the Board's calendar) to provide more details on the groundwater legislation.

#### SANTA ROSA PLAIN GROUNDWATER PLANNING ACTIVITIES

Prior to initiating development of the Plan, a number of pre-planning steps were initiated to engage the public and the wide variety of stakeholders within the Santa Rosa Plain. In 2009, the Water Agency retained the Center for Collaborative Policy to conduct an impartial stakeholder assessment of issues and concerns related to groundwater management for the Santa Rosa Plain and to learn if and how stakeholders might want to address these concerns. Based on the outcome of the stakeholder assessment, a Steering Committee was formed in 2010 to guide preliminary planning, conduct outreach to solicit input on groundwater management planning, and develop recommendations based on these stakeholder activities on whether groundwater planning should proceed. The Steering Committee met six times in 2010, held three evening public workshops attended by nearly 200 people, and conducted briefings with over 20 organizations. Based on these efforts, the Steering Committee unanimously recommended the development of an AB3030 groundwater management plan, which was authorized by the Board in May 2011.

Following on these recommendations, the Center for Collaborative Policy worked with stakeholders to identify a Basin Advisory Panel (Panel) to develop a groundwater management plan comprised of diverse stakeholder constituencies: The Panel is comprised of 28 members, including representatives of the Water Agency, general public, agricultural groundwater users, business and developers, residential groundwater users, government (Tribal, County and City), environmental organizations, natural resources management organizations, water suppliers, and technical groundwater professionals. The Panel began meeting in December 2011 and selected the Water Agency as the lead agency for the Plan. In accordance with Water Code Section 10753.2, the Water Agency's Board of Directors held a public hearing and adopted a Resolution of Intention to prepare a groundwater management plan for the Santa Rosa Plain on October 23, 2012.

The Panel formed a Technical Advisory Committee to provide expert advice on scientific and technical matters related to Plan development and program implementation. The Technical Advisory Committee includes experts from diverse backgrounds and disciplines, including geology, hydrology, engineering and ecology. The Panel developed the Plan through monthly meetings and sub-committee discussions

of topics including groundwater management goals and objectives, a monitoring framework, and groundwater management implementation actions. Panel and Technical Advisory Committee meetings were open to the public and incorporated a time for public comment. Additionally, meeting agenda, summaries and materials, along with information related to development of the Plan were made available on the Water Agency's website throughout the Plan development process. The Plan development process and more information is available at <http://www.scwa.ca.gov/srgroundwater/>.

#### SUMMARY OF SANTA ROSA PLAIN GROUNDWATER MANAGEMENT PLAN

The Plan is available at [http://www.scwa.ca.gov/files/docs/projects/srgw/SRP\\_GMP\\_9-19-2014.pdf](http://www.scwa.ca.gov/files/docs/projects/srgw/SRP_GMP_9-19-2014.pdf) and on file with the Clerk. The goal of the Plan is to locally manage and protect groundwater resources through non-regulatory measures to support all beneficial uses, including human, agriculture, and ecosystems in an environmentally sound, economical, and equitable manner for present and future generations. To accomplish this goal, the Panel incorporated the following components into the Plan in accordance with the California Water Code:

1. Basin Management Objectives;
2. Components relating to the monitoring and management of groundwater levels, groundwater quality, inelastic land surface subsidence, interaction of surface water and groundwater, and hydrometeorological conditions;
3. Monitoring protocols to track changes in conditions related to the above components and to generate information for the purpose of meeting Basin Management Objectives and establishing effective management of groundwater;
4. A plan to involve other local agencies, water purveyors, and private well owners in the implementation of the groundwater management plan;
5. A map depicting the Santa Rosa Plain, along with associated groundwater basins and sub-basins as defined by the California Department of Water Resources, and other local agencies and water purveyors in the Santa Rosa Plain; and
6. Maps identifying the recharge areas for the Santa Rosa Plain.

Five evening public forums were held at key points during Plan development (June 2013 and May 2014) to describe results from the United States Geological Survey groundwater study and orient the public to the Plan and offer members of the public an opportunity to ask questions and suggest enhancements. A total of approximately 250 members of the public attended the public forums.

On August 14, 2014, in accordance with procedures defined in its charter, the Panel voted (26-yes, 1-no, 1-stand aside) to recommend that the Water Agency's Board of Directors adopt the Plan.

#### RESOLUTION ADOPTING A GROUNDWATER MANAGEMENT PLAN FOR SANTA ROSA PLAIN

The California Water Code sets out specific procedural requirements for adopting a groundwater management plan. The plan must be adopted within two years of the public hearing and Resolution of Intention to prepare the plan – in this case, by October 23, 2014. California Water Code Section 10753.5 requires that before a groundwater management plan can be adopted, the local public agency must provide notice and hold a second hearing to consider adoption of the groundwater management plan including consideration of any written protests to the plan from landowners within the Plan Area.

The required newspaper notices have been published and the hearing today serves as the noticed hearing for the adoption of the Plan. Staff recommend that the Board conduct the hearing, take any public comment or protest and, then, assuming no majority protest exists, adopt the attached Resolution Adopting the Santa Rosa Plain Groundwater Management Plan (as of this writing, no written protests have been received. Should written protests be received, they must be evaluated to determine whether they represent more than 50 percent of the assessed value of the land subject to the Plan).

#### CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE

The Water Agency's General Manager has determined that the adoption of the Plan is categorically exempt from the California Environmental Quality Act under State California Environmental Quality Act Guidelines Section 15306: Information Collection, because the implementation of the Plan would not result in a serious or major disturbance to an environmental resource and are for information gathering purposes which will help meet the Basin Management Objectives of the Plan, and Sections 15307 and 15308: Actions by Regulatory Agencies for Protection of Natural Resources and the Environment, because the Plan provides a framework to support coordination of public and private groundwater management efforts and protect groundwater resources and to support all beneficial uses, in an environmentally sound, economical, and equitable manner. Water Agency staff has prepared a Notice of Exemption in accordance with the California Environmental Quality Act, the State California Environmental Quality Act Guidelines and the Water Agency's Procedures for the Implementation of California Environmental Quality Act. While the adoption of Plan is categorically exempt from California Environmental Quality Act, any specific recommendations included in the Plan that promote the undertaking of future projects such as but not limited to construction activities identified in Section 5 of the Plan, would be subject to future evaluation under California Environmental Quality Act.

#### COOPERATIVE FUNDING AGREEMENT FOR IMPLEMENTATION OF SANTA ROSA PLAIN GROUNDWATER MANAGEMENT PLAN

Should the Board choose to adopt the Plan, a cooperative agreement has been developed amongst the Water Agency and County of Sonoma Permit and Resource Management Department, the Sonoma County Agricultural Preservation & Open Space District, City of Santa Rosa, City of Rohnert Park, Town of Windsor, City of Cotati, City of Sebastopol, California-American Water Company, and United Wine Growers (Participants) to fund the first two years of implementing the Plan.

During Plan implementation, the Water Agency and the Panel will continue to prioritize and develop other Plan components, and seek funding and leveraging opportunities for implementing recommended actions, outreach, coordination, and partnerships. After the first two years, additional funding will be needed to continue implementation and a subsequent agreement or funding mechanism will be developed following evaluation of the new groundwater legislation.

#### SERVICES TO BE PERFORMED

Under the proposed agreement, the Participants will cooperatively fund fiscal year 2014/2015 and fiscal year 2015/2016 of the Plan implementation. The first two years of Plan implementation focus on core implementation components, including stakeholder involvement and monitoring, which under the California Water Code define the Plan's eligibility for state funding for groundwater projects. Specific tasks to be conducted include:

- 1) Preparation of outreach materials for initial plan implementation.
- 2) Organization, preparation of materials and work products for 8 Panel meetings and 12 Technical Advisory Committee meetings.
- 3) Initial development of existing data compilation framework and monitoring and reporting protocols.
- 4) Organization of voluntary groundwater level monitoring program and evaluation of groundwater level data.
- 5) Development of groundwater quality data compilation and reporting framework.
- 6) Coordination of data management and preparation of annual reports.
- 7) Develop and run management scenarios, in consultation with the Panel, using the computer model Groundwater and Surface-water FLOW (GSFLOW) developed for the Plan Area by the United States Geological Survey.

The total cost for implementing the Plan, including in-kind services, for the first two years is estimated to be approximately \$600,000 which covers technical consultants (\$215,000), facilitation services (\$115,000), and Water Agency staff costs (\$270,000) for the core actions associated with implementing the Plan, including stakeholder involvement, monitoring and scenario modeling.

The cost sharing associated with this Agreement, less in-kind services, is for \$330,000 over the two years and does not include Water Agency staff costs. The cost of shared funding will not exceed \$167,500 in fiscal year 2014/2015, \$162,500, in fiscal year 2015/2016, and the term end date is June 30, 2016. The total agreement amount is \$330,000.

**Prior Board Actions:**

- 10/23/2012: Board holds public hearing and adopts Resolution of Intent to Prepare a Groundwater Management Plan for the Santa Rosa Plain
- 10/18/2011: Board authorization for agreement between Water Agency and County of Sonoma, City of Cotati, City of Santa Rosa, City of Sebastopol, City of Rohnert Park, Town of Windsor, and California American Water Company for Santa Rosa Plain Groundwater Management Plan Development. Cost \$260,000; term end July 30, 2014.
- 8/16/2005 thru
- 6/22/2010: Board authorization for agreement between Water Agency and County of Sonoma, City of Cotati, City of Santa Rosa, City of Sebastopol, City of Rohnert Park, Town of Windsor, and California American Water Company to Provide Funding and Support Information for the Santa Rosa Plain Groundwater Study. Cost \$739,200; term end 6/9/2005 (amended five times resulting in a term end of 6/30/2011 and total cost of \$2,118,073).

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

Adopting the Santa Rosa Plain Groundwater Management Plan and approving the Cooperative funding of the Implementation of Santa Rosa Plain Groundwater Management Program will benefit the community by increasing water supply reliability, minimizing adverse impacts to groundwater, enhancing local management of groundwater resources, and may lead to future economic opportunities through available state grant funding programs.

Water Agency Water Supply Goals and Strategies, Goal 2: Protect the Water Agency's existing water

rights and our clean, high-quality water supply, and improve system resiliency by continuing to develop alternative supplies.

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 167,500	Water Agency Gen Fund	\$ 0
Add Appropriations Req'd.	\$	State/Federal	\$ 0
	\$	Water Transmission Local Fund Fees/Other	\$ 167,500
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 167,500</b>	<b>Total Sources</b>	<b>\$ 167,500</b>

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

Budgeted amount of \$167,500 is available from FY 2014/2015 appropriations for the fund. Of the \$167,500 required for FY 2014/2015, the Water Agency's portion is \$55,000, the County of Sonoma's portion is \$30,000, and the Agricultural Preservation and Open Space District's portion is \$25,000. The remaining \$57,500 is being funded by the other participants as described in the Cooperative Agreement. FY 2015/2016 appropriation of \$162,500 will be budgeted in that fiscal year.

**Staffing Impacts**

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

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

None

**Attachments:**

Resolution

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

Notice of Exemption; Plan; Agreement (1 copy)

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Date: October 7, 2012

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

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

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4/5 Vote Required

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**Resolution of the Board of Directors of the Sonoma County Water Agency, State of California, Adopting the Santa Rosa Plain Groundwater Management Plan; Determining that Adoption of the Santa Rosa Plain Groundwater Management Plan will not have a significant adverse Effect on the environment; and Authorizing the Water Agency's General Manager to file a Notice of Exemption.**

**Whereas**, for purposes of this Resolution, the Santa Rosa Plain includes the Santa Rosa Plain watershed as defined by the United States Geological Survey, which includes the Santa Rosa Plain groundwater subbasin (California Department of Water Resources groundwater subbasin 1-55.01), the Rincon Valley groundwater subbasin (California Department of Water Resources groundwater subbasin 1-55.03), the northern half of the Kenwood Valley groundwater basin (California Department of Water Resources groundwater basin 2-19), the eastern portions of the Wilson Grove Formation Highlands groundwater basin (California Department of Water Resources groundwater basin 1-59), the southern portion of the Alexander Valley groundwater basin (California Department of Water Resources groundwater basin 1-55), and eastern portion of the Lower Russian River Valley groundwater basin (California Department of Water Resources groundwater basin 1-60); and

**Whereas**, the groundwater system beneath the Santa Rosa Plain provides numerous benefits to the region, including rural residential and municipal water supplies, irrigation water for agriculture, and baseflow to streams and surface water bodies which helps support habitat and ecosystems; and

**Whereas**, an integrated strategy being undertaken statewide by many local agencies to manage groundwater resources is to develop and implement non-regulatory, voluntary Plans in compliance with the 1992 Assembly Bill 3030 and 2002 Senate Bill 1938. Such plans typically include public involvement, groundwater level and quality monitoring, and management strategies; and

**Whereas**, active public participation is critical to the success of development of any groundwater planning effort; and

**Whereas**, based on the outcome of a stakeholder assessment conducted by the Center

Resolution #

Date:

Page 2

for Collaborative Policy in 2009, the Water Agency's Board of Directors directed staff in January 2010 to work with the Center for Collaborative Policy to convene a Steering Committee to guide preliminary planning, conduct outreach to solicit input regarding Planning, and to develop recommendations on whether groundwater planning should proceed based on these activities; and

**Whereas**, the Steering Committee met six times in 2010, held three public workshops, and conducted briefings with over 20 organizations. Based on these efforts, the Steering Committee unanimously recommended that the Sonoma County Water Agency Board of Directors authorize the development of an Assembly Bill 3030 groundwater management plan; and

**Whereas**, on May 3, 2011, the Water Agency's Board of Directors authorized staff to develop a workplan for developing an Assembly Bill 3030 groundwater management plan and to develop an agreement with partners to fund development of a groundwater management plan; and

**Whereas**, on October 18, 2011, the Water Agency's Board of Directors authorized staff to enter into a cooperative agreement with County of Sonoma Permit and Resources Management Department, City of Cotati, City of Rohnert Park, City of Santa Rosa, City of Sebastopol, Town of Windsor and California American Water Company to fund development of a groundwater management planning process in the Santa Rosa Plain compliant with Assembly Bill 3030 and Senate Bill 1938; and

**Whereas**, as part of initiating a groundwater management planning process in the Santa Rosa Plain, the Center for Collaborative Policy worked with stakeholders to identify and form a Basin Advisory Panel (Panel) to lead development of the Plan for the Santa Rosa Plain; and

**Whereas**, the Panel, which includes stakeholders from throughout the Santa Rosa Plain broadly representing agricultural interests, local citizen groups, environmental groups, business interests, local well owners and government interests, has been participating in meetings since December 2011 to discuss and make recommendations on the groundwater management planning process; and

**Whereas**, on October 23, 2012, after a noticed public hearing, the Water Agency's Board of Directors adopted Resolution 12-0507, declaring its intent to prepare a groundwater management plan for the Santa Rosa Plain; and

**Whereas**, Water Agency staff coordinated and staffed the Panel meetings, which served as one of several forums for public outreach, took steps to ensure active public participation in the groundwater management planning process, and developed a program for public involvement that included:

1. The formulation of a Technical Advisory Committee to guide development of

Resolution #

Date:

Page 3

- the groundwater management plan;
2. Preparation of a Communication & Outreach Plan;
  3. Holding over 30 briefings to interested organizations, attended by over 350 people;
  4. Convening of five evening public workshops attended by over 250 people;
  5. Provision of public review and comment periods, and public hearings pursuant to Water Code Section 10753 et seq.; and

**Whereas**, the Panel developed the Santa Rosa Plain Groundwater Management Plan (Plan) that contains the following components in accordance with the California Water Code:

1. Basin Management Objectives;
2. Components relating to the monitoring and management of groundwater levels, groundwater quality, inelastic land surface subsidence, interaction of surface water and groundwater, and hydrometeorological conditions;
3. Monitoring protocols to track changes in conditions related to the above components and to generate information for the purpose of meeting Basin Management Objectives and establishing effective management of groundwater;
4. A plan to involve other local agencies, water purveyors, and private well owners in the implementation of the Plan;
5. A map depicting the Santa Rosa Plain, along with associated groundwater basins and subbasins as defined by the California Department of Water Resources, and other local agencies and water purveyors in the Santa Rosa Plain; and
6. Maps identifying the recharge areas for the Santa Rosa Plain.

**Whereas**, on August 14, 2014, in accordance with procedures defined in its charter, the Panel voted to recommend that the Water Agency's Board of Directors adopt the Plan; and

**Whereas**, California Water Code Section 10753.5 requires that before a Plan can be adopted, a local public agency must provide notice and hold a second hearing to consider adoption of the Plan; and

**Whereas**, the Water Agency provided notice to the Department of Water Resources, to the Santa Rosa Plain groundwater mailing list, and in local newspapers regarding the intention of the Water Agency's Board of Directors to consider adoption of the Plan which included a summary of the Plan and information regarding obtaining copies of the Plan, as required by law; and

**Whereas**, a majority protest to adoption of the Plan pursuant to Water Code Section 10753.6 does not exist; and

**Whereas**, the Water Agency was formed in 1949 by a special legislative act of the State of California ("Agency Act") and is a stakeholder of the Basin Advisory Panel; and under the Agency Act, the Water Agency may provide for the protection and preservation of groundwater

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Date:

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resources in Sonoma County for current and future beneficial uses and may develop, adopt, and implement a plan to manage groundwater resources in the Santa Rosa Plain; and

**Whereas**, the Water Agency's Board of Directors has reviewed the Plan and has determined that adoption of the Plan is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15306, because the implementation of the Plan contemplates basic data collection and research that will not result in a serious or major disturbance to an environmental resource and are for information gathering purposes which will help meet the objectives of the Plan, and Sections 152307 and 15308, because the Plan provides a framework support coordination of public and private groundwater management and protect groundwater resources and to support all beneficial uses, in an environmentally sound, economical, and equitable manner; and

**Whereas**, by adopting a Plan, existing and future State funding may be available for Plan implementation; and

**Whereas**, a hearing has been duly noticed and held as required by law.

**Now, Therefore, Be It Resolved**, that the Board of Directors of the Sonoma County Water Agency hereby finds, determines, and declares as follows:

1. All of the above recitals are true and correct.
2. The Santa Rosa Plain Groundwater Management Plan is adopted, in accordance with the process required by law.
3. The adoption of the Santa Rosa Plain Groundwater Management Plan is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15306, because it consists of basic data collection that would not result in a serious or major disturbance to an environmental resource and involves planning studies for possible actions that the participating agencies have not yet approved, adopted or funded, and Sections 15307 and 15308, because it provides a framework to support coordination of public and private groundwater management and protects groundwater resources.
4. The General Manager of the Sonoma County Water Agency is authorized and directed to file a Notice of Exemption for the Santa Rosa Plain Groundwater Management Plan.
5. The General Manager is authorized and directed to publish a copy of this Resolution and submit it to the California Department of Water Resources as required by law.
6. The General Manager is authorized and directed to take such steps as are necessary to implement the Santa Rosa Groundwater Management Plan under the governance structure described in the Plan.
7. The General Manager shall report back to the Board periodically on implementation activities.
8. The General Manager shall take such steps as are necessary to ensure active public participation during implementation of the Planning process and shall coordinate

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and staff the Basin Advisory Panel meetings which will serve to provide a forum for public involvement in the implementation of the Plan.

9. The General Manager is authorized to terminate implementation the implementation Plan if determined to be in the best interest of the Water Agency. Should the implementation of the Plan be terminated, the public would be informed through a published public notice.

**Supervisors/Directors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 42  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** October 7, 2014

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Jane Riley 565-7388

**Supervisorial District(s):**

All

**Title:** Zoning Code changes for Universal Design, Affordable Ownership Housing and Compliance with State Laws. ORD12-0005; County of Sonoma.

### **Recommended Actions:**

Conduct a public hearing and adopt an Ordinance making changes to the Zoning Code to define and incentivize residential Universal Design; remove references to the specific long-term affordability approaches to be used for ownership housing projects; make minor changes to address new state and case law; and make non-substantive changes to provide consistency and compatibility with the new Development Code format

### **Executive Summary:**

#### **Project Description:**

The proposed changes to Article 89 will update the ordinance and respond to changes in State law to accomplish the following three objectives:

- 1) Remove references to the specific long-term affordability method to be used by the County in one of its affordable housing programs that assists low income residents with home purchases, instead referencing Community Development Commission homeownership policies as the guiding document;
- 2) Define and incentivize residential Universal Design (building design features that allow greater accessibility for limited mobility individuals and seniors) in order to encourage more single-family and planned developments to incorporate key elements that allow aging in place; and
- 3) Make non-substantive changes to provide better consistency with the language and format of the new Development Code.

To meet these objectives, references to Redevelopment Agency requirements that are no longer applicable have been removed to comply with the state's dissolution requirements. References to

Special Needs Agreements have been removed as that term is also no longer used. Other related sections of the Code are proposed to be amended, including the Definitions and Planned Development portions, to promote residential Universal Design. Minor changes to the Affordable Housing Program text are made to ensure compliance with recent case law. Finally, portions of the existing Article 89 have been reformatted to better align with the new Development Code format. Because of the large number of edits and the reformatting involved, staff recommends that the entirety of the existing Article 89 of the Zoning Code be rescinded and replaced with the new version of Article 89, as amended and attached.

### **DISCUSSION OF ISSUES:**

#### **Issue #1:** Universal Design

The Planning Commission sought clarification of why the County was not making the provision of Universal Design elements mandatory for all new residential construction. Staff clarified that new multi-family construction is already required to provide accessibility through the Americans with Disabilities Act, and therefore the recommended Code changes would define and incentivize residential Universal Design for ownership homes only. Staff further clarified that the state had already adopted a model Universal Design ordinance requiring Universal Design elements to be made available to homebuyers upon request at the homebuyer's expense. State laws require that a local Universal Design Ordinance, if adopted, must be substantially the same as the state's model ordinance. Instead of adopting a similar ordinance, which is already state law, staff instead recommends changing the Code to incentivize the provision of Universally Designed Housing with a Density Bonus, and by allowing it to be considered a public benefit when considering the approval of planned developments. The Commission opined that this is a very important consideration for housing, and urged that the Board of Supervisors to consider adding Universal Design to its legislative platform to encourage legislation that would allow a mandatory program to be adopted by local agencies..

#### **Issue #2:** Affordable Homeownership Housing Approach

In response to public notice, staff received communication expressing a desire for the County to allow some flexibility in using either its current Shared Appreciation approach for affordable homeownership or a Restricted Sales Price approach, depending on the situation. The Shared Appreciation approach, in which the homeowner and the County share in a home's appreciation, has been problematic in times of very high and very low housing markets. The Restricted Sales Price model puts a limit on the equity that the homeowner can collect, thus avoiding the problems of the Shared Appreciation approach.

In response to the concern and questions from the Commission, staff clarified that the Shared Appreciation model is not being eliminated from use; rather, the Code is being changed to remove references to any particular model for ensuring the long-term affordability of ownership housing. Instead, the Sonoma County Affordable Housing Program Homeownership policies will be referenced within the Code. To ensure flexibility to address the various factors affecting different affordable housing developments, the policies are currently being updated to allow use of either the Shared Appreciation or the Restricted Sales Price approach, depending on the situation. Community Development Commission staff are currently revising these policies, and expect to have them in place during 2015. It is anticipated that the new policies will be in place prior to the effective date of the

recommended Code changes.

**Prior Board Actions:**

None.

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

The Code changes promote safe, affordable housing by allowing greater flexibility in ensuring long-term affordability of ownership housing, and by incentivizing residential Universal Design to allow aging in-place.

**Fiscal Summary - FY 14-15**

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

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

None.

**Staffing Impacts**

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

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

None.

**Attachments:**

- Exhibit A: Draft Ordinance with Ordinance Exhibits A-C
- Exhibit B: Planning Commission Resolution No. 14-017
- Exhibit C: Draft Planning Commission Minutes dated September 4, 2014
- Exhibit D: Planning Commission Staff Report dated September 4, 2014

<b>Related Items “On File” with the Clerk of the Board:</b>
Legislative Style Review Version of Article 89

ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 26 (ZONING ORDINANCE) OF THE SONOMA COUNTY CODE TO IMPLEMENT CERTAIN POLICIES AND PROGRAMS OF THE GENERAL PLAN HOUSING ELEMENT TO ADD NEW DEFINITIONS AND INCENTIVES FOR RESIDENTIAL UNIVERSAL DESIGN, TO ALLOW AFFORDABLE OWNERSHIP HOUSING TO USE A LIMITED SALES PRICE APPROACH, AND TO MAKE CHANGES TO ARTICLE 89 (AFFORDABLE HOUSING INCENTIVES AND REQUIREMENTS) FOR CONSISTENCY AND COMPATIBILITY WITH THE NEW DEVELOPMENT CODE FORMAT

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

**SECTION I. Purpose.** The Board finds and declares that the adoption of this Ordinance is necessary to implement certain policies and programs set forth within the adopted General Plan Housing Element, and to comply with changes in state law. The Board hereby finds that the many facts supporting the adoption of this ordinance include the following:

1. The Sonoma County General Plan Housing Element, adopted by the Board on May 5, 2009, sets forth policies and programs intended to promote the development of additional affordable and special needs housing within the County of Sonoma, which depend on implementation of this ordinance;
2. This Ordinance is necessary to achieve consistency with the General Plan Housing Element, as required by law;
3. The adoption of this Ordinance, including its amendments related to residential Universal Design, is a necessary and appropriate measure to increase the number of housing units that are accessible to all people regardless of ability or mobility, and which allows aging in place; and
4. The adoption of this Ordinance, including the change from a shared equity approach to a restricted sales price approach for the long-term affordability of ownership housing, is a necessary and appropriate measure to expand opportunities for affordable ownership housing in the County.

**SECTION II. Amendments to Zoning Definitions.** Section 26-02-140 (Definitions) of the Sonoma County Code is amended to add definitions related to universal design and delete terms no longer used, as set forth in the attached *Exhibit A*.

**SECTION III. Amendments to the R1 Low-Density Residential District.** Subsection 26-20-020 (a) (Uses Permitted with a Use Permit – Planned developments and condominiums) of the Sonoma County Code is amended to add universal design as a benefit that may be considered in evaluating a planned development, as set forth in the attached *Exhibit B*.

**SECTION IV. Amendments to Article 89.** Article 89 (Affordable Housing Incentives and Requirements) is rescinded and replaced in its entirety in order to provide an additional density bonus for Universally Design Housing; to remove references to special needs housing agreements and to redevelopment agencies; to replace the shared equity approach to maintaining long-term affordability of ownership housing with the restricted sales price approach; and to make formatting changes and non-substantive text changes to provide consistency and better compatibility with the new Development Code format, as set forth in the attached *Exhibit C*.

**SECTION V. Environmental Determination.** The Board of Supervisors hereby finds and declares that the project is exempt from further review under the California Environmental Quality Act (CEQA) because there is no potential for adverse environmental impacts resulting from the foregoing amendments to the Sonoma County Code, pursuant to Section 15061 (b) (3) of the Public Resources Code and in compliance with State and County CEQA guidelines.

**SECTION VI Severability.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

**SECTION VII. Effective Date.** This ordinance shall become effective on the 31<sup>st</sup> day following its passage. A summary of this Ordinance 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, passed, and adopted this 7<sup>th</sup> day of October 2014, on regular roll call of the members of said Board by the following vote:

**SUPERVISORS VOTE:**

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

**SO ORDERED.**

\_\_\_\_\_  
Chair, Board of Supervisors  
County of Sonoma

**ATTEST:**

**Amendments to Zoning Definitions.** Section 26-02-140 (Definitions) of the Sonoma County Code is amended to add definitions in their alphabetical order and to delete terms no longer used, as follows:

~~**Special needs household.** A household with at least one (1) person who is considered to have special housing needs as described in the Sonoma County housing element as such element may be amended from time to time.~~

~~**Special needs housing agreement.** A contract with the county executed by the developer of a residential project that limits the occupancy of specified dwelling units within the project to designated special needs household types, establishes a time period during which the specified units shall continue to be occupied by the targeted designated special needs household types, and which may contain administrative, enforcement and other provisions to ensure that the specified units are sold and/or rented to targeted households within the designated special needs household types over the entire term of the agreement.~~

~~**Special needs housing.** Rental or home ownership housing that is suitable for and reserved for occupancy by designated special needs household types.~~

~~**Special needs housing project.** A project that provides ownership or rental housing suitable for designated special needs households, which special needs housing is subject to a special needs housing agreement pursuant to Section 26.89.110.~~

~~**Special needs ownership housing.** Home ownership housing that is suitable for and reserved for purchase and occupancy by designated special needs household types.~~

~~**Special needs rental housing.** Rental housing that is suitable for and reserved for rental and occupancy by designated special needs household types.~~

~~**Special needs unit.** A dwelling unit that is subject to a special needs housing agreement, which the developer agrees to provide and maintain in compliance with the requirements in Section 26.89.080 (Ownership unit occupancy and long-term restrictions) or Section 26.89.090 (Rental unit occupancy and long-term restrictions).~~

**Universal Design** means an environment designed and built to be accessed and used by all persons, regardless of ability or mobility. See also Universally Designed Housing.

**Universally Designed Housing** means housing units that are designed and built to be fully functional for all persons in all stages of life, regardless of ability or mobility. To be considered a Universally Designed Housing Unit, a home must at a minimum meet the

three basic tenets of residential universal design: at least one stepless entry on an accessible path of travel; a complete livable entry floor, including 32" clear width doorways & hallways, a ¾ or full bathroom with either a 60" turning radius or a 36" t-turn configuration, and a bedroom or flexroom on the entry level; and the provision of all environmental controls at accessible heights. The inclusion of optional universal design components, as established by AB 2787 (2010) in Section 17959 of the Health & Safety Code, is strongly encouraged. Housing units that are constructed as accessible under the ADA shall be considered to already meet the minimum criteria for universal design.

Changes to Low Density Residential (R1) Zone:

Subsection 26-20-020 (a) of Chapter 26 of the Sonoma County Code is amended at Subsection (a) to read as follows:

**Sec. 26-20-020. Uses permitted with a use permit.**

Uses permitted with a use permit include the following:

- (a) Planned developments and condominiums. Compatibility with adjacent development, unique characteristics, innovation, provision of amenities and the provision of *universally designed* housing ~~which and affordable housing is affordable pursuant to the requirements of *the* Housing Element Sections 3.1 and 3.1.1~~ are additional criteria which will be utilized in evaluating such development. Condominium conversion shall be subject to the requirements of *the* Housing Element ~~Policy HE-3i~~;
- (b) Country clubs and golf courses but not including miniature golf courses;
- (c) Public and private nonprofit elementary schools, junior high schools and colleges;
- (d) Churches; . . . . .

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## **Article 89 – Affordable Housing Incentives and Requirements**

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Sec. 26-89-010 Purpose  
 Sec. 26-89-020 Applicability  
 Sec. 26-89-030 Administration and General Requirements  
 Sec. 26-89-040 Affordable Housing Requirements for Residential Development  
 Sec. 26-89-045 Workforce Housing Program Requirements  
 Sec. 26-89-050 Density Bonus Programs  
 Sec. 26-89-060 Affordable Housing Incentives  
 Sec. 26-89-070 Design and Construction Standards  
 Sec. 26-89-080 Ownership Unit Occupancy and Long-Term Restrictions  
 Sec. 26-89-090 Rental Unit Occupancy and Long-Term Restrictions  
 Sec. 26-89-100 Affordable Housing Agreements

### **26.89.010 – Purpose**

The provisions of this Article are intended to:

- A. Implement the Housing Element of the General Plan, and the requirements of State law (Government Code Section 65915, et seq.);
- B. Achieve a balanced community with a wide range of housing available for households of all income levels;
- C. Increase the supply of housing units available, accessible, and affordable for moderate-, low-, very low- and extremely low-income households who are most in need of housing, including housing for seniors, the disabled, large families, and other households with special housing needs, as defined in the Housing Element;
- D. Address the need for affordable housing related to employment growth associated with new or expanded market rate housing development;
- E. Address the need for affordable housing related to employment growth associated with new or expanded nonresidential development;
- F. Ensure that the remaining developable land within the County is utilized in a manner consistent with the County's affordable housing goals, objectives, policies, and programs;
- G. Provide affordable housing units to serve varying housing needs and income levels that are compatible in character and quality with their surrounding neighborhoods; and
- H. Maintain the physical condition and affordability of units produced through the provisions of this Article over time.

(Ord. No. 5711 § 4 (Exh. C), 2007; Ord. No. 5570 § 34.2, 2005)

### **Sec. 26-89-020 – Applicability**

The provisions of this Article shall apply to all proposed residential projects, unless otherwise provided in this Article.

(Ord. 5711 § 4 (Exh. C), 2007; Ord. No. 5570 § 2, 2005)

## **Sec. 26-89-030 – Administration and General Requirements**

- A. Administrative responsibility.** The requirements and procedures of this Article shall be administered by the Department, and the Sonoma County Community Development Commission, hereafter referred to as the “CDC.” The Board may adopt policies for the purposes of administering the Affordable Housing Program which policies may be amended from time to time.
- B. Affordable Housing Requirements.** Unless otherwise exempt under Subsection 26.89.040 B. (Exempt projects), any person who constructs one or more residential units shall provide affordable housing through one of the following:
1. On-site construction of affordable units in accordance with Subsections 26.89.040 C. 1. (Ownership Projects) or 26.89.040 C. 2. (Rental Projects); or
  2. Payment of an affordable housing fee in accordance with Subsection 26.89.040 F. (Affordable housing fee); or
  3. An alternative equivalent action approved in accordance with Subsection 26.89.040 G.
- C. Calculation of base units, affordable units, and density bonus units.** The following requirements apply to calculations performed in the administration of the provisions of this Article regarding base, affordable and density bonus units.
1. When calculating the number of base dwelling units allowed on the site in compliance with this Development Code, any decimal fraction shall be disregarded.
  2. Density bonus units are counted in the total when determining the number of affordable units required in a Housing Opportunity Area Program Type A or Type C project.
  3. Density bonus units are not counted when determining the number of affordable or senior units required to qualify a project for a density bonus or incentives under the State density bonus program.
  4. When calculating the number of affordable or senior units required, any decimal fraction shall be counted as a whole unit, except as specifically provided by Subsection 26.89.040 E.
  5. When calculating the number of density bonus units to be granted to an applicant, a fractional unit shall be rounded up to the nearest whole number.
  6. A second dwelling unit shall not be considered a base unit when calculating affordable housing, workforce housing, or density bonus program requirements, nor shall it be considered as an affordable unit except when meeting the affordable housing requirement for one single-family home on one single parcel, as provided in Subsection 26.89.040 E., or if provided under an Affordable Housing Agreement and approved as an Alternative Equivalent Proposal consistent with Subsection 26-89-040 G. and the requirements of 26-89-070.
- D. Design and construction standards.** All affordable and senior housing units provided in compliance with this Article shall be designed and constructed in compliance with the standards in Section 26.89.070 (Design and Construction Standards).
- E. Affordable housing incentives.** A residential project that complies with the requirements of this Article through the construction of affordable units on-site may be entitled to incentives in compliance with Section 26.89.060 (Affordable Housing Incentives).

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**Sonoma County Development Code**  
**Article 89 – Affordable Housing Incentives and Requirements**

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- F. Density bonus available.** A residential project that complies with the requirements of this Article through the construction of affordable units on-site may also qualify for a density bonus in compliance with Section 26.89.050 (Density Bonus Programs).
- G. Housing Proposal required.**
1. Applicants for residential projects shall submit, with the initial project application, an Affordable Housing Proposal, which shall include a site plan and a detailed proposal statement describing how the project will comply with the provisions of this Article (i.e., provision of units on-site, payment of fees, or alternative equivalent action).
  2. The Affordable Housing Proposal shall include a listing of the number, type, size, tenure, number of bedrooms, and proposed affordability level for each and every unit within the development.
  3. No application for any residential project shall be deemed complete until the Affordable Housing Proposal is submitted.
  4. Modifications to an existing application shall be considered a new application for the purposes of permit streamlining.
  5. The Affordable Housing Proposal shall be considered and acted upon by the review authority at the same time as the permit for the residential project that is the subject of the proposal.
  6. Project approvals and conditions shall incorporate the provisions of the Affordable Housing Proposal, as approved or modified by the review authority.
- H. Permit requirements.** Implementation of the Affordable Housing Proposal shall be ensured through the following, as applicable:
1. **Discretionary permits.** Each discretionary permit authorizing a residential project, including tentative maps, shall contain a condition detailing the actions required for compliance with this Article (i.e., provision of units on-site, payment of fees, or alternative equivalent action).
  2. **Final or parcel maps.** Each final map or parcel map shall bear a note indicating the method of compliance with the requirements of this Article, and stating that an Affordable Housing Agreement shall be recorded, fees paid, or alternative action undertaken in compliance with Subsections 26.89.040 G. or 26.89.045 F. before issuance of a Building Permit with respect to each parcel created by the map.
  3. **Building Permits.** Unless the unit is exempt under Subsection 26.89.040 B. (Exempt Projects), no Building Permit shall be issued for a residential unit until the applicant has demonstrated compliance with this Article through recordation of an Affordable Housing Agreement, through payment of fees, or through alternative equivalent action authorized in compliance with Subsection 26.89.040 G.
- I. Timing of construction.** If a residential project will comply with the requirements of this Article through the construction of affordable housing units, whether on- or off-site, all required affordable units shall be constructed concurrent with, or before, the construction of the market rate units. If the County approves a phased project, the required affordable units shall be provided within each phase of the residential project in the same proportion as in the project as a whole.

**J. Project approval.** A residential project that provides at least 20% of the total units for extremely low, very low, or low income households or that provides 100 % of the total units to either lower or moderate income households shall not be disapproved or conditioned in a manner that renders the project infeasible for development for use of lower or moderate income households unless any one of the following findings is first made:

1. The Housing Element has been revised in compliance with Government Code Section 65588 and is in substantial compliance with the Government Code, and the County has met or exceeded its share of the regional housing need for the income category proposed for the residential project;
2. The residential project as proposed would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the project unaffordable to low- and moderate-income households. As used in this paragraph, a “specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete;
3. The denial of the project or imposition of conditions is required in order to comply with specific State or Federal law, and there is no feasible method to comply without rendering the project unaffordable to low- and moderate-income households;
4. The residential project is proposed on land zoned for agriculture or resource preservation that is surrounded on at least two sides by land being used for agricultural or resource preservation purposes;
5. The proposed project does not have adequate water or wastewater facilities to serve the project; or
6. The residential project is inconsistent with both the zoning and General Plan land use designation as specified in any element of the General Plan as it existed on the date the application was deemed complete and the County has adopted a revised Housing Element in compliance with Government Code Section 65588 that is in substantial compliance with the Government Code, provided however that no residential project shall be denied based upon this finding if it is proposed on a site that is identified in the Housing Element as suitable or available for very low, low or moderate income households and is consistent with the density provided in the Housing Element.

**K. Limitations on development standards.** Site development and design review standards shall not be applied to an affordable housing project that qualifies under State density bonus laws (Government Code Section 65915), if such standards would have the effect of physically precluding the construction of that project at the densities or with the concessions or incentives allowed by Section 65915, unless failure to apply the standard would result in one or more specific adverse impacts on public health or safety or the physical environment, and there is no other feasible method to mitigate the adverse impact(s).

**L. Housing agreement required for affordable units.** If a residential project will comply with the requirements of this Article through the construction of affordable housing units on- or off-site, the property owner shall execute an Affordable Housing Agreement (in compliance with Section 26.89.100) before any of the following:

1. Any ministerial action by the County with regard to the project;
2. Recordation of a final map; or
3. Issuance of a Building Permit for any unit within the project. The provisions contained within an Affordable Housing Agreement shall be enforceable by the County, and any violation of the agreements shall constitute a violation of this Development Code.

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**Sonoma County Development Code**  
**Article 89 – Affordable Housing Incentives and Requirements**

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**Sec. 26-89-040 – Affordable Housing Requirements for Residential Development**

- A. Applicability and requirements.** Unless otherwise exempt under Subsection 26.89.040 B., any person who constructs or develops one or more residential units, whether a single-family home, units in multi-family dwellings, or by condominium conversions or otherwise, shall provide affordable housing through one or more of the following three methods:
- 1. On-site construction of the required affordable units.** Provide the required affordable unit(s) on-site, in compliance with the Section 26.89.040 C.;
  - 2. Payment of affordable housing fee.** Pay an affordable housing fee in compliance with Subsection 26.89.040 F.; or
  - 3. Alternative equivalent actions.** Perform an alternative equivalent action in compliance with Subsection 26.89.040 G.; which may be allowed to fulfill the affordable housing requirements of this Section if approved by the Board, at its sole discretion.
- B. Exempt projects.** The affordable housing requirements of this Section shall not apply to the following exempt projects and unit types:
- 1. Project with vested rights.** A project that demonstrates a vested right to proceed without complying with this Section.
  - 2. Affordable units.** Affordable units which are subject to an Affordable Housing Agreement.
  - 3. Small units.** Small housing units of not more than 1,000 square feet in gross living area, second dwelling units, and single room occupancy units.
  - 4. Agricultural related housing.** Farm family units of up to 1,200 square feet, agricultural employee units of up to 1,200 square feet, and seasonal, year-round, and extended seasonal farmworker housing.
  - 5. Alternative housing.** Homeless shelters, transitional housing, community care facilities, group homes, and similar State licensed care facilities.
  - 6. Dwelling unit destroyed by fire or natural catastrophe.** Repair, reconstruction, or replacement of a legal dwelling unit that is destroyed by fire or natural catastrophe, provided that a Building Permit for repair, reconstruction, or replacement has been issued and construction begun within 10 years of destruction.
  - 7. Residential remodels and minor additions that add no more than 1,000 square feet.** Remodels and additions that add no more than 1,000 square feet to existing, legal dwelling units that do not result in the creation of an additional unit.
  - 8. Replacements.** Replacement of an existing, legal dwelling unit where the total living area within the replacement unit is no more than 1,000 square feet greater than the living area within the unit being replaced.

9. **Parcels with existing affordable units.** The construction or establishment of one new home on one single parcel, when the subject parcel contains an existing second dwelling unit, or a farm family unit or ag employee unit of 1,000 square feet or less.
10. **General exemption.** Residential projects that can demonstrate that they will not contribute to the demand for affordable housing in the County or adversely impact the County's ability to meet its affordable housing needs.

C. **Minimum Requirements for Construction of Affordable Units On-Site.** To satisfy the requirements of this Article through the construction of affordable units on-site, the following minimum standards must be met:

1. **Number of Units: Ownership projects.** To meet the requirements of this Article through construction of affordable units on-site within an ownership housing project, at least 20 percent of all new dwelling units shall be affordable, and shall be constructed and completed at the same time as the market rate units in the same project.
  - a. **Level of affordability required.** At least one-half of the total number of required affordable units shall be provided as affordable to low-income households.
  - b. **Remaining affordable units.** The remaining affordable units may be provided as affordable to households with moderate or low incomes.
  - c. **When number of units is an odd number.** If the number of required affordable units is an odd number, the number of units affordable to moderate income households may be one greater than the number affordable to low-income households, so long as at least one low-income unit is provided.
2. **Number of Units: Condominium or timeshare conversion projects.** To meet the requirements of this Article through the provision of affordable units on-site within a project converting existing rental units or airspace parcels to condominium ownership, including common interest or timeshare projects, at least 30 percent of the converted units shall be offered for sale as affordable to low and very-low income households, as required by Housing Element Policy HE-1e or its subsequent equivalent.
3. **Number of Units: Rental projects.** To meet the requirements of this Article through construction of affordable units on-site within a rental housing project at least 15 percent of all new rental units shall be affordable to low- and very low-income households; or, at least 10 percent of all new rental units shall be affordable to very low- and extremely low-income households, as follows:
  - a.. **Allocation of Units - 15 percent option.** If the person constructing or developing a rental housing project proposes to satisfy the requirements of this Article by providing 15% of the units as affordable rental units, at least one-half of the total number of required affordable units shall be provided as affordable to very low-income households. The remaining affordable units may be provided as affordable to low- or very low-income households. If the number of required affordable units is an odd number, the number of units affordable to low-income households may be one greater than the number affordable to very low-income households.



the prior year, as reflected in the third quarter Engineering News Record. The affordable housing fee shall be automatically adjusted, and a new schedule published by the Director effective on January 1<sup>st</sup> of each year. This adjustment will offset the effects of inflation related to construction cost increases or deflation-related cost decreases. If the Construction Cost index is discontinued, the Director shall use a comparable index for determining the changes in the median home costs for the County. The fee shall be periodically reviewed and updated at least every five years.

**2. Timing of payment.** The affordable housing fees shall be calculated at the time of Building Permit application. The fee shall be paid at the time of issuance of the Building Permit for each non-exempt residential unit, unless proof is provided that the required affordable housing units will be constructed on site or that an alternative equivalent action was previously approved in compliance with Subsection 26.89.040 G.

**3. Affordable Housing Fee Trust Fund Guidelines.** There shall be established a separate account for affordable housing fees within the County Fund for Housing (CFH) as may be necessary to avoid commingling as required by law, or as deemed appropriate to further the purposes of the affordable housing fees. The County's use of the affordable housing fees, along with any interest earnings, shall comply with all of the following requirements.

a. Affordable housing fees deposited in the CFH, along with any interest earnings, shall be allocated for uses that increase and improve the supply of housing affordable to households of extremely low-, very low-, low-, and moderate incomes, including:

(1) The acquisition of property and property rights; and

(2) The cost of construction including costs associated with planning, administration, and design, building or installation, development fees, on- and off-site improvements, and any other costs associated with the planning, predevelopment, permitting, construction and financing of affordable housing.

b. Monies may also be used to cover administrative expenses incurred by the Department or the CDC in connection with affordable housing and not otherwise reimbursed through processing and other fees, including:

(1) Reasonable consultant and legal expenses related to the establishment and/or administration of the affordable housing fee account;

(2) Reasonable expenses for administering the process of calculating, collecting, and accounting for affordable housing fees authorized by this Section; and

(3) County and CDC administrative costs for project development, permitting, post Development Code compliance, and the ongoing monitoring of affordable housing projects constructed with affordable housing fee trust funds.

c. Adequate cost accounting procedures shall be utilized and documented for all of the expenditures.

d. No portion of the collected affordable housing fees shall be diverted to other purposes by way of loan or otherwise.

**G. Alternative equivalent actions.** The Board may, at its sole discretion, approve an alternative equivalent action to the provision of the affordable units on-site or payment of the affordable housing fee, as follows.

**1. Scope of alternative proposals.** Proposals for an alternative equivalent action may include:

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- a. The dedication of vacant land (see Subparagraph G.5., below, Standards for land dedications);
  - b. The construction of affordable rental or ownership units on another site within the unincorporated area of the County; or
  - c. The acquisition and enforcement of rental or sales price restrictions on existing market rate dwelling units in compliance with this Article.
2. **Content of proposal.** A proposal for an equivalent alternative action shall show how the requested alternative action will further affordable housing opportunities in the County to an equal or greater extent than the provision of the affordable housing units on-site in compliance with Subsection C. (Number of affordable units required), or payment of the affordable housing fee in compliance with Subsection F. (Affordable housing fee).
3. **Review and approval.** Only the Board can approve an equivalent alternative action under this Section. A proposal for an alternative equivalent action may be approved by the Board only if the Board finds that the alternative action will further affordable housing opportunities in the County to an equal or greater extent than the construction of the required affordable units as part of the project or payment of the affordable housing fee, as applicable.
4. **Performance of alternative action.** After approval by the Board of a proposal for an alternative action, entitlements for that alternative action shall be processed concurrent with the market-rate project. If the alternative action includes construction of affordable units on another site or the acquisition and enforcement of rental/sales price restrictions on existing market rate units, an Affordable Housing Agreement in compliance with Section 26.89.100 shall be recorded for each of those units before recordation of any final map for, or issuance of any Building Permit within, the market-rate project, and the affordable units shall be constructed or acquired concurrent with, or before, the construction of the market rate units.
5. **Standards for land dedications.**
- a. **Offers of dedication.** An applicant who proposes to dedicate land located within the unincorporated area of the County as a means of satisfying the requirements of this Article shall offer the land dedication as a part of the initial application for project approval. The applicant's offer shall describe the site, shall offer it for dedication at no cost to the County, and shall include a site plan illustrating the feasibility of locating and constructing the number of affordable units for which the applicant is requesting credit.
  - b. **Site suitability and appraisal.**
    - (1) The applicant shall provide a site suitability analysis which demonstrates that the land proposed for dedication is suitable for the development of affordable housing in terms of size, location, General Plan land use designation, availability of services, proximity to public transit, adjacent land uses, access, physical characteristics and configuration, and other relevant planning criteria. Department staff shall evaluate the site suitability analysis, identify the site's projected unit capacity, and recommend to the review authority whether the site should be accepted or conditionally accepted. An environmental evaluation may be required as a part of the site suitability analysis.
    - (2) The applicant shall provide an appraisal of the land proposed for dedication. The appraisal shall be prepared by a qualified land appraiser and shall conform to the Uniform

Standards of Professional Appraisal Practice as adopted by the Appraisal Standards Board of the Appraisal Foundation.

- (3) All County staff costs associated with the determination of site suitability, and all expenses incurred to determine legal status of the site, to perform environmental assessments and to obtain an appraisal, shall be borne by the applicant.

**c. Calculation of credit for dedication of land.** Following review of the appraisal and site suitability analysis, the County shall determine the extent to which the dedication shall satisfy the requirements of this Article as follows:

- (1) The County shall offer to credit the applicant for the land dedication only to the extent that the appraised value of the land to be dedicated equals the full development cost of providing the required affordable units under Subsection 26.89.040 C. 1 (Ownership projects) or Subsection 26-89.040 C. 2 (Rental projects) , including both land costs and construction costs.
- (2) If the appraised value of the land is less than the total projected development cost for the number of affordable units required under Subsection 26.89.040 C. 1 (Ownership projects) or Subsection 26-89-040 C. 2 (Rental projects), the applicant will be credited with only the number of affordable units for which development costs are covered by the value of the land.
- (3) The applicant shall agree to satisfy any remaining obligations under this Article by providing additional affordable units on the project site, or paying applicable affordable housing fees.

**d. Procedure for acceptance of site.** The County shall not accept an offer of dedication nor approve the proposed residential project until all of the conditions of acceptance of the land, if any, have been completed by the applicant. The County's formal acceptance of the offer of dedication shall take place concurrently with its approval of the residential project. The grant deed dedicating the site to the County, or to a developer of affordable housing approved by the County, shall be recorded before issuance of any Building Permit within the market rate project.

### **26.89.045 – Workforce Housing Program Requirements**

**A. Applicability and requirements.** Unless otherwise exempt under Subsection 26.89.045 B., any person who constructs new or expanded nonresidential development, shall contribute to the County's affordable housing program through one or more of the following three methods:

- 1. On-site construction of the required affordable units.** Provide the required affordable unit(s) on-site, in compliance with Subsection 26.89.045 C. as allowed by the underlying zone district (i.e., mixed use, work/live);
- 2. Payment of workforce housing fee.** Pay the workforce housing fee in compliance with Subsection 26.89.045 E; or
- 3. Alternative equivalent actions.** Perform an alternative equivalent action in compliance with Subsection 26.89.045 F; which may be allowed to fulfill the affordable housing requirements of this Section if approved by the Board, at its sole discretion.

**B. Exempt projects.** The affordable housing requirements of this Section shall not apply to the following exempt projects:

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1. **Project with vested rights.** A project that demonstrates a vested right to proceed without complying with this Section.
  2. **Public and nonprofit projects.** Public projects and nonprofit projects which provide a public benefit to the community.
  3. **Small projects and additions.** Projects and additions of less than 2,000 square feet in total gross floor area.
  4. **Floor area discount.** The requirements of this Section shall not apply to the first 2,000 square feet of nonresidential floor area in all new developments.
  5. **Structures destroyed by fire or natural catastrophe.** Repair, reconstruction, or replacement of a legal nonresidential structure that is destroyed by fire or natural catastrophe, provided that a Building Permit for repair, reconstruction, or replacement has been issued and construction begun within 10 years of destruction.
  6. **Nonresidential replacements or remodels.** Remodels or replacements to existing, legal structures that do not result in the creation of additional floor area.
  7. **Do not contribute to the demand for affordable housing.** Projects that clearly do not contribute to the demand for affordable housing (e.g., unmanned utility structures, parking garages, and agricultural exempt structures).
- C. **On-Site Construction of Units.** To satisfy the requirements of this Section through the construction of affordable units on-site, the following minimum standards must be met:
1. **Number of affordable units required.** To satisfy the requirements of this Section through on-site construction, affordable housing units must be constructed on-site in compliance with the Table 1 (Number of affordable units required), below:
  2. **Level of affordability required.** At least one-half of the total number of required affordable units shall be provided as affordable to very low-income households. The remaining affordable units may be provided as affordable to households with low incomes. If the number of required affordable units is an odd number, the number of units affordable to low-income households may be one greater than the number affordable to very low-income households, so long as at least one very low-income unit is provided.

**TABLE 1**  
**NUMBER OF AFFORDABLE UNITS REQUIRED**

Type of Nonresidential Development	Number of New Units to be provided for Extremely Low-, Very Low-, and Low-Income Households (per 1,000 square feet of floor area) <sup>1, 2</sup>
Commercial, Office, Medical, and Hotels	.05
Light Industry, Warehousing, Manufacturing, Research and Development, Food and Agricultural Processing	.06
Retail, restaurants and commercial services	.09

Notes:

1. For purposes of this table, the floor area excludes all garage areas permanently allocated for employee or customer vehicle parking.
2. All fractional units shall be rounded up to the nearest whole number.

3. **Affordable Housing Agreement.** Upon approval of any nonresidential project proposing to provide affordable units on-site in compliance with this Section, and before any further action by the County concerning the project, including the recording of a final map, or the issuance of a Building Permit, the property owner shall execute an affordable housing agreement in compliance with Section 26.89.100 (Affordable Housing Agreements). The affordable housing agreement shall be recorded concurrently with the final map, or before the issuance of a Building Permit within the project, whichever occurs first.
4. **Timing of Construction of Units.** Proposed affordable units shall be constructed on site concurrent with, or before, the construction of the nonresidential project. No occupancy of any portion of the nonresidential project shall be granted until occupancy of the affordable residential units is granted.
5. **Fractional units.** If calculating the number of units required by this Section results in a fractional unit requirement, the applicant may satisfy that fractional unit requirement by:
  - a. Constructing an additional affordable unit;
  - b. Paying an fee in compliance with Subsection E. (Workforce Housing Fee); or,
  - c. Performing an alternative equivalent action approved by the Board in compliance with Subsection G. (Alternative Equivalent Actions).

**E. Workforce housing fee.** To satisfy the requirements of this Section through the payment of a fee, payment shall be made in accordance with the following:

1. **Determination of fee.** The amount of the workforce housing fee shall be established by resolution of the Board. Thereafter, the workforce housing fee shall be increased or decreased annually by the percentage change in the Construction Cost Index for the San Francisco Bay Area for the prior year, as reflected in the third quarter Engineering News Record. The workforce housing fee shall be automatically adjusted, and a new schedule published by the Director, effective on January 1<sup>st</sup> of each year. This adjustment will offset the effects of inflation related to construction cost increases or deflation-related cost decreases. If the Construction Cost index is discontinued, the Director shall use a comparable index for determining the changes in the median home costs for the County. The fee shall be periodically reviewed and updated at least every five years to reflect any changes in the need for affordable housing resulting from new nonresidential development.
2. **Timing of payment.** The workforce housing fee shall be calculated at the time of Building Permit application. The fee shall be paid at the time of issuance of the Building Permit for each nonresidential project, unless proof is provided that the required affordable housing units will be constructed on-site or that an alternative equivalent action was previously approved in compliance with Subection 26.89.040(G).
3. **Workforce Housing Fee Trust Fund Guidelines.** There shall be established a separate account for workforce housing fees within the County Fund for Housing (CFH) as may be necessary to avoid commingling as required by law, or as deemed appropriate to further the purposes of the workforce housing fees. The County's use of the workforce housing fees, along with any interest earnings, shall comply with all of the following requirements.

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- a. Workforce housing fees deposited in the CFH, along with any interest earnings, shall be allocated for uses that increase and improve the supply of housing affordable to households of extremely low-, very low-, low-, and moderate incomes, including:
  - (1) The acquisition of property and property rights for the construction of affordable housing; and
  - (2) The cost of construction including costs associated with planning, administration, and design, building or installation, development fees, on- and off-site improvements, and any other costs associated with the planning, predevelopment, permitting, construction and financing of affordable housing.
- b. Monies may also be used to cover administrative expenses incurred by the Department or the CDC in connection with affordable housing and not otherwise reimbursed through processing and other fees, including:
  - (1) Reasonable consultant and legal expenses related to the establishment and/or administration of the workforce housing fee account;
  - (2) Reasonable expenses for administering the process of calculating, collecting, and accounting for workforce housing fees authorized by this Section; and
  - (3) County and CDC administrative costs for project development, permitting, post-development code compliance, and the ongoing monitoring of affordable housing projects constructed with workforce housing fee trust funds.
- c. Adequate cost accounting procedures shall be utilized and documented for all of the expenditures.
- d. No portion of the collected workforce housing fees shall be diverted to other purposes by way of loan or otherwise.

**F. Alternative equivalent actions.** The Board may, at its sole discretion, approve an alternative equivalent action to the provision of the affordable units on site or payment of the workforce housing fee, as follows.

- 1. Scope of alternative proposals.** Proposals for an alternative equivalent action may include:
  - a. The dedication of vacant land (see Subparagraph G. 5., Standards for land dedications); or,
  - b. The construction of affordable rental or ownership units on another site within the unincorporated area of the County;
  - c. The acquisition and enforcement of rental/sales price restrictions on existing market rate dwelling units in compliance with this Article; or
  - d. Employer based programs providing direct subsidy to qualified employees, including mortgage buy-downs or rental assistance that provides long-term affordability.
- 2. Content of proposal.** A proposal for an equivalent alternative action shall show how the requested alternative action will further affordable housing opportunities in the County to an equal or greater extent than the provision of the affordable housing units on site in compliance with Subsection C.

(Number of affordable units required), or payment of the workforce housing fee in compliance with Subsection E. (Workforce housing fee).

3. **Review and approval.** Only the Board can approve an equivalent alternative action under this Section. A proposal for an alternative equivalent action may be approved by the Board only if the Board finds that the alternative action will further affordable housing opportunities in the County to an equal or greater extent than the construction of the required affordable units as part of the project or payment of the workforce housing fee.
4. **Performance of alternative action.** After approval by the Board of a proposal for an alternative action, entitlements for that alternative action shall be processed concurrent with the nonresidential projects. If the alternative action includes construction of affordable units on another site or the acquisition and enforcement of rental/sales price restrictions on existing market rate units, an Affordable Housing Agreement in compliance with Subsection 26.89.100 shall be recorded for each of those units before recordation of any final map for, or issuance of any Building Permit within, the nonresidential project, and the affordable units shall be constructed or acquired concurrent with, or before, the construction of the nonresidential project.
5. **Standards for land dedications.**
  - a. **Offers of dedication.** An applicant who proposes to dedicate land located within the unincorporated area of the County in lieu of constructing the affordable units required by this Section shall offer the land dedication as a part of the initial application for project approval. The applicant's offer shall describe the site, shall offer it for dedication at no cost to the County, and shall include a site plan illustrating the feasibility of locating and constructing the number of required affordable units for which the applicant is requesting housing fee credit.
  - b. **Site suitability and appraisal.**
    - (1) The applicant shall provide a site suitability analysis which demonstrates that the land proposed for dedication is suitable for the development of affordable housing in terms of size, location, General Plan land use designation, availability of services, proximity to public transit, adjacent land uses, access to streets and walkways, physical characteristics and configuration, and other relevant planning criteria. Department staff shall evaluate the site suitability analysis, identify the site's projected unit capacity, and recommend to the review authority whether the site should be accepted or conditionally accepted. An environmental evaluation may be required as a part of the site suitability analysis.
    - (2) The applicant shall provide an appraisal of the land proposed for dedication. The appraisal shall be prepared by a qualified land appraiser and shall conform to the Uniform Standards of Professional Appraisal Practice as adopted by the Appraisal Standards Board of the Appraisal Foundation.
    - (3) All County staff costs associated with the determination of site suitability, and all expenses incurred to determine legal status of site, to perform environmental assessments and to obtain an appraisal, shall be borne by the applicant.
  - c. **Number of units credited to dedication of land.** Following review of the appraisal and site suitability analysis, the County shall determine the number of required affordable housing units for which the applicant will receive credit upon dedication of the site.
    - (1) The County will offer to credit the applicant for the land dedication only to the extent that the appraised value of the land to be dedicated equals the full development cost of providing the required affordable units including both land costs and construction costs.

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- (2) If the appraised value of the land is less than the total projected development cost for the number of affordable units required, the applicant will be credited with only the number of affordable units for which development costs are covered by the value of the land.
  - (3) The applicant shall agree to provide any remaining affordable units required by this Section on the project site, or to pay the applicable workforce housing fee for the remaining number of required units.
- d. Procedure for acceptance of site.** The County shall not accept an offer of dedication or approve the proposed nonresidential project until all of the conditions of acceptance of the land, if any, have been completed by the applicant. The County's formal acceptance of the offer of dedication shall take place concurrently with its approval of the nonresidential project. The grant deed dedicating the site to the County, or to a developer of affordable housing approved by the County, shall be recorded before issuance of any Building Permit within the nonresidential project.

(Ord. 5711 § 4 (Exh. C), 2007; Ord. No. 5570 § 34.2, 2005)

### **Sec. 26-89-050 – Density Bonus Programs**

#### **A. Applicability.**

1. A project that is proposed to provide affordable housing units or to provide land for the affordable housing units, and which meets or exceeds the minimum thresholds of affordability specified below, may request a density bonus in compliance with one of the applicable density bonus programs provided by this Section.
2. Only one density bonus program may be applied to each project.
3. Density bonus programs shall not be applied to General Plan and Zoning Database amendments, but rather may be approved only in conjunction with a development permit (i.e., tentative map, parcel map, Conditional Use Permit, or Design Review).

#### **B. Application requirements.** The density bonuses provided by this Section shall be granted by the County only after the filing and approval of an application, as follows.

1. **Application filing.** The applicant shall file with the Department an application for a density bonus and other incentives in compliance with this Section either before, or concurrent with, the submittal of an application for discretionary project approval (for example, a tentative map, parcel map, conditional use permit or design review). Modifications to an existing application for a density bonus shall be considered a new application.
2. **Application requirements.** An application shall include all of the following information:
  - a. A detailed development plan and description of the proposed project, including a Housing Proposal in compliance with Subsection 26.89.030 G. (Housing Proposal Required) outlining the number, type, size, tenure, number of bedrooms and proposed affordability level for each and every unit within the development;

- b. The density bonus program under which the application is filed (e.g., State density bonus program, Supplemental density bonus program, Mixed use project density bonus, Type A Housing Opportunity Area Program, or Type C Housing Opportunity Program);
- c. The type of density bonus incentive requested, of those listed in Section 26.89.060 (Affordable Housing Incentives);
- d. If more than one incentive is requested in compliance with Subsection 26.89.060 B. (Affordable Housing Incentives: Additional Incentives), a statement of why the project is eligible for the additional incentives. Eligibility for the additional incentive may be shown by establishing that the project will provide affordable housing in the percentages specified in Subection 26.89.060 B. 1., that the project meets other Housing Element goals (e.g., provision of housing for seniors, special housing needs individuals, and/or other goals), and/or that the additional incentive is necessary to improve the financial feasibility of the development and to allow the applicant to provide additional affordability or affordability for a longer term;
- e. Any alternative incentive being requested in compliance with Subsection 26.89.060 D. (Request for Alternative Incentive), together with a statement as to why, due to the particular characteristics of the project site, the alternative incentive is necessary to provide for affordable housing costs; and
- f. Any other information deemed necessary by the Director to allow a complete evaluation of the application.

**3. Consideration of application.** An application for a density bonus shall be considered and approved only as an integral part of the County's approval of a discretionary development permit for the project (i.e., at the time of approval of a subdivision, Conditional Use Permit, Design Review, or other required land use permit). The project approval shall identify the density bonus and other incentive(s) that the County has granted the applicant, and any waiver or modification of standards that may have been approved for the project.

**C. State density bonus program.** In addition to the incentives provided by Section 26.89.060 (Affordable Housing Incentives), a residential project of five or more base units that provides affordable or senior housing, or that provides land for construction of affordable housing, or that provides affordable housing along with child care facilities, all as specified below, shall be eligible for a density bonus to allow more dwelling units than otherwise allowed on the site by the applicable General Plan Land Use Map and zone district, in compliance with the following:

**1. Density bonus for on-site construction of very low-income housing.**

- a. A 20 percent density bonus shall be granted to any housing project of five or more base units that is constructed to provide at least five percent of the base units for very low-income households.
- b. For each one percent increase in the number of base units provided as affordable to very low-income households above the five percent specified in Subparagraph C.1.a., above, the density bonus shall be increased by two and one-half percent, up to a maximum of 35 percent above the maximum density allowed by the General Plan and zone district, as shown in Table 2.

**2. Density bonus for on-site construction of low-income housing.**

- a. A 20 percent density bonus shall be granted to any housing project of five or more base units that is constructed to provide at least 10 percent of the base units for low-income households.

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**Table 1**  
**STATE DENSITY BONUS PROGRAM**  
**AFFORDABILITY AND INCENTIVE SCHEDULE**

Table 2: Density Bonus Calculations Single- and Multi-Family Developments			Table 3: Density Bonus Calculations Condos & Planned Developments		
Low-Income Units			Moderate-Income		
% Affordable*	% DB**	# Incentives	% Affordable*	% DB**	# Incentives
10	20.0	1	10	5	1
11	21.5	1	11	6	1
12	23.0	1	12	7	1
13	24.5	1	13	8	1
14	26.0	1	14	9	1
15	27.5	1	15	10	1
16	29.0	1	16	11	1
17	30.5	1	17	12	1
18	32.0	1	18	13	1
19	33.5	1	19	14	1
20	35.0	2	20	15	2
30	35.0	3	21	16	2
			22	17	2
			23	18	2
Very Low-Income Units			24	19	2
% Affordable	% DB**	# Incentives	25	20	2
5	20	1	26	21	2
6	22.5	1	27	22	2
7	25	1	28	23	2
8	27.5	1	29	24	2
9	30	1	30	25	3
10	32.5	2	31	26	3
11	35	2	32	27	3
15	35	3	33	28	3
			34	29	3
			35	30	3
			36	31	3
			37	32	3
			38	33	3
			39	34	3
			40	35	3
Editor's note— * The density bonus units shall not be included when determining the number of affordable units required					
Editor's note— **All density calculations resulting in fractional units shall be rounded up to the next whole number					

- b. For each one percent increase in the number of base units provided as affordable for low-income households above the 10 percent specified in Subparagraph C. 2. a., above, the density bonus shall be increased by one and one-half percent, up to a maximum of 35 percent above the maximum density allowed by the General Plan and zone district, as shown in Table 2, above.
3. **Density bonus for on-site construction of senior housing.** A 20 percent density bonus shall be granted to any housing project that is constructed to provide at least 35 dwelling units for senior households.

**4. Density bonus for construction of moderate income housing in condominium and planned development construction projects.**

- a. A five percent density bonus shall be granted to any condominium project or planned development of five or more base units that is constructed to provide at least 10 percent of the base units for moderate-income households.
- b. For each one percent increase in the number of base units provided as affordable to moderate income households above the 10 percent specified in Subparagraph C. 4. a., above, the density bonus shall be increased by one percent up to a maximum of 35 percent above the maximum density allowed by the General Plan and zone district, as shown in Table 3, above.
- c. Modifications or waivers of development standards that are approved as part of the condominium or planned development project shall be considered additional incentives in compliance with Subsection 26.89.060 B.

**5. Density bonus for provision of affordable housing in condominium conversion projects.**

- a. In the case of a condominium conversion, a 25 percent density bonus shall be granted, or other incentives of equivalent financial value shall be offered, if the project is constructed to provide at least:
  - (1) 33 percent of the base units to low- or moderate-income households; or
  - (2) 15 percent of the base units to lower-income households.
- b. An applicant shall be ineligible for a density bonus or other incentives in compliance with this Subparagraph if the apartments proposed for conversion constitute a housing development for which a density bonus or other financial incentives were previously provided.

**6. Density bonus for donation of land for affordable housing.**

- a. A 15 percent density bonus shall be granted to a residential project of five or more base units if the project applicant donates land to the County for development of affordable housing in compliance with all of the following:
  - (1) The applicant shall donate and transfer the land no later than the date of approval of the final map, parcel map, or other residential project application, whichever comes first;
  - (2) The developable acreage and zoning classification of the land shall be sufficient to allow construction of units affordable to very low-income households in an amount not less than 10 percent of the number of residential units of the proposed project;
  - (3) The transferred land shall:
    - (a) Be at least one acre in size or of sufficient size to allow development of at least 40 units;
    - (b) Have appropriate General Plan and zone district designation for development of affordable housing;
    - (c) Be served by adequate public facilities and infrastructure; and
    - (d) Have appropriate zoning and development standards to make the development of the affordable units feasible.

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- (4) Before transfer of the land, the applicant shall obtain all permits and approvals, except Building Permits, necessary for development of very low-income housing units in compliance with this Subparagraph. At the County's discretion, Design Review may be delayed until after transfer of the land;
  - (5) The transferred land and the affordable units constructed upon it shall be subject to a deed restriction ensuring continued affordability in compliance with Section 26.89.090;
  - (6) The land shall be transferred to the County or to a developer of affordable housing approved by the County. The County may, at its discretion, require the applicant to identify and transfer the land to an approved developer; and
  - (7) The transferred land shall be within the boundary of the proposed project or, with the approval of the County, within one-quarter mile of the boundary of the proposed development.
  - (8) A proposed source of funding for the very-low income units shall be identified no later than the date of approval of final subdivision map, parcel map or residential development application.
- b. For each one percent increase above the 10 percent land donation described in Subparagraph C. 6. a., above, the density bonus shall be increased by one percent up to a maximum of 35 percent above the maximum density allowed by the General Plan and zone district.

**7. Childcare facilities.**

- a. If a residential project that meets the minimum State density bonus requirements specified in Subparagraphs C. 1 through C. 4., above, includes a child care facility on the premises of or adjacent to the project, then the County shall grant either of the following:
  - (1) An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the child care facility; or
  - (2) An additional incentive that contributes significantly to the economic feasibility of the construction of the childcare facility.
- b. If a density bonus or additional incentive is granted in compliance with this Subparagraph, the child care facility shall be required:
  - (1) To remain in operation for a period of time that is equal to or longer than the period of time during which the density bonus units are required to remain affordable under this Section; and
  - (2) To ensure that, of the children who attend the child care facility, the percentage of children of very low-income households, low-income households, or moderate-income households equals the percentage of dwelling units required for each of those income categories in compliance with Subparagraphs C. 1, C. 2, or C. 4., above, as applicable.
- c. For purposes of this Subparagraph, a "child care facility" means a child care facility other than a family day care home, including, but not limited to, infant centers, preschools, extended day care facilities, and schoolage child care centers.

8. **Combining density bonuses.** The density bonuses specified in Subparagraphs C. 1 through C. 7., above, may be combined, but shall in no case, except as otherwise provided in this Section, result in an increase in density for the residential project above 35 percent above the maximum density allowed by the General Plan and zone district.

**D. County supplemental density bonus program.**

1. In addition to the incentives provided by Section 26.89.060 (Affordable Housing Incentives), a residential project of five or more base units shall be eligible for a density bonus of up to 50 percent above the maximum density allowed by the General Plan and zone district, if the project provides a total of:
  - a. 10 percent or more of the base units for extremely low-income households;
  - b. 20 percent or more of the base units for very low-income households;
  - c. 30 percent or more of the base units for low-income senior households;
  - d. 30 percent or more of the base units for low-income households, with 10 percent or more of those base units provided as fully accessible units for low-income disabled households;
  - e. 30 percent or more of the base units for low-income households, with 10 percent or more of those base units provided as large rental units with three or more bedrooms for low-income large family (5 or more persons) households; or
  - f. 40 percent or more of the base units for low-income households, or
  - g. A state density bonus program-qualifying project for very-low or low-income households that also provides 33 percent or more of the total project units as powered by on-site renewable energy systems capable of generating at least 70% of the projected electrical energy demand of the units or results in an equivalent reduction in utility costs; or
  - h. 30 percent or more of the base units for low-income households, with 100% of the total project units providing at least the 3 basic tenants of universal design (stepless entry and thresholds, complete single floor living area with 32" doorways, and environmental controls at accessible heights).

- E. Mixed use project density bonuses.** A mixed use project in compliance with Section 26.88.123 (Mixed Use Developments) in which at least 20 percent of the residential floor area is provided as housing affordable to extremely low-, very low- or low-income households, shall be eligible for an increase in the residential floor area to allow the gross residential floor area to be up to a maximum of 70 percent of the total project floor area, provided that the overall residential density does not exceed 24 dwelling units per acre.

**F. Housing Opportunity Area Program bonuses.**

1. **Type A Housing Opportunity Area Program requirements.** Only rental housing projects consisting of two or more base dwelling units may participate in the Type A Housing Opportunity program.
  - a. **Type A areas established.** Type A housing opportunity areas may be established in locations designated by the General Plan Land Use Maps as:

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- (1) Urban Residential, six to 12 dwelling units per acre, that are zoned R-2 (Medium Density Residential); and
  - (2) Urban Residential 12 to 20 dwelling units per acre, that are zoned R-3 (High Density Residential).
- b. Type A project density increase.** A Type A project that is allowed two or more dwelling units by the applicable zone district may be constructed at up to twice the base density, provided that a minimum of 40 percent of the total units within the project will be provided as affordable for rent to very low- or low-income households, and further provided that in no case may the total density exceed that shown in Table 4, below.
- c. Type A development standards.** A Type A development shall consist of rental housing, and shall comply with all of the development standards established by this Development Code for the R3 (High Density Residential) zone district

**Table 4**  
**MAXIMUM ALLOWABLE DENSITY**

Density as Shown on Zoning Database Map	Maximum Allowable Density (Type A)
6 units per acre	12 units per acre
7 units per acre	14 units per acre
8 units per acre	16 units per acre
9 units per acre	18 units per acre
10 units per acre	20 units per acre
11 units per acre	22 units per acre
12 units per acre	24 units per acre
13 units per acre	26 units per acre
14 units per acre	28 units per acre
15 units per acre	30 units per acre
16 units per acre	30 units per acre
17 units per acre	30 units per acre
18 units per acre	30 units per acre
19 units per acre	30 units per acre
20 units per acre	30 units per acre

- 2. Type C Housing Opportunity Area Program requirements.** Only residential projects consisting of four or more base dwelling units may participate in the Type C Housing Opportunity program.
  - a. Type C areas established.** Type C housing opportunity areas may be established in locations identified by the General Plan as Urban Residential with a density of two to six dwelling units per acre, and that are zoned R-1 or R-2.
  - b. Type C project density increase.** A Type C project that is allowed four or more dwelling units by the applicable zone district may be approved for development as a small-lot subdivision at a density of up to 11 dwelling units per acre if:
    - (1) The site is designated by the General Plan Land Use Map with a density of two to six dwelling units per acre;

- (2) A minimum of 20 percent of the units are reserved for sale to very low- or low-income households; and
  - (3) The remainder of the units are reserved for sale to low- and moderate-income households.
- c. Type C development standards.** A Type C development shall comply with all of the following standards.
- (1) **Parcel configurations and sizes.** The parcel configurations within a Type C development may include zero lot-line parcels, angled Z lots, zipper lots, flag lots, alternate width parcels, quad lots, and motor court lots. Parcel sizes may range from 2,000 to 6,000 square feet or more. A variety of parcel configurations and parcel sizes shall be provided in a development on any site larger than three acres.
  - (2) **Allowable floor area ratio.** Allowable dwelling size shall be based on parcel area. Actual house sizes, as well as parcel sizes, in a proposed development plan may vary so long as the averages shown in Table 5, below, are maintained. “Dwelling size” refers to the gross living area of the primary dwelling only; storage sheds, garages, carports, covered patios, and decks are not included in the gross living area.

**Table 5  
DWELLING SIZE**

Average Parcel Size	2,000	2,500	3,000	3,500	4,000	4,500	5,000	5,500	6,000
Average House Size	1,000	1,100	1,200	1,300	1,400	1,500	1,600	1,700	1,800
<p>Note: All quantities are in square feet of floor area (can be interpolated)</p> <p>How to Use the Table. First, determine the average parcel size of the single-family parcels in the proposed development. Next, determine the allowable average dwelling size of the single-family dwellings in the proposed development. The average dwelling size shall not be greater than shown in the table.</p>									

- (3) **Subsequent expansions or additions.** Subsequent expansions or additions to dwelling units, if not shown on the development plan, may be allowed in the future only where the proposed expansion is within a designated building envelope shown on the development plan.
- (4) **Setback/yard requirements.** Setbacks and yards shall be provided in compliance with the standards of the R-3 zone district.
  - (a) Setbacks for all proposed and possible future structures or additions shall be designated on the development plan.
  - (b) Front yard setbacks shall be varied.
  - (c) A garage or carport with a vehicle entrance facing the street shall be set back a minimum of 20 feet from the rear of the public sidewalk, or 20 feet from the property or adopted street plan line, whichever is greater.
- (5) **Private open space requirement.** Each dwelling unit or parcel shall be designed to provide a minimum of 400 square feet of usable private open space.
- (6) **Maximum structure height.** The maximum height of structures is 35 feet.

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(7) **Maximum coverage.** Maximum allowable structure coverage is 65 percent. The use of alternative permeable surfaces is strongly encouraged for driveways, walkways, and patios wherever feasible in order to maintain or enhance groundwater absorption and recharge.

d. **Alternatives to development standards.** An applicant for a Housing Opportunity Type C project may propose alternatives to the development standards in Subparagraph F. 2., above, provided that in no case shall the residential density exceed eleven (11) units per acre. conditional use permit approval shall be required to authorize alternative development standards. A conditional use permit application for alternative standards shall be processed concurrently with the required design review and subdivision applications.

(Ord. No. 5570 § 34.2, 2005)

**Sec. 26-89-060 – Affordable Housing Incentives**

A residential project that provides affordable housing onsite in compliance with the affordable housing requirements of Section 26.89.040 (Affordable Housing Requirements), or the requirements of a density bonus program under Section 26.89.050 (Density Bonus Programs), may be granted incentives in compliance with this Section.

**A. Guaranteed incentives.** The following incentives are guaranteed for each residential project providing on-site affordable housing in compliance with Subection 26.89.040 C. (Affordable Housing Requirements: Number of affordable units required), Subection 26.89.050 C. (State density bonus program), Subection 26.89.050 D. (Supplemental density bonus program), Subection 26.89.050 E. (Mixed use project density bonuses) or Subection 26.89.050 F. (Housing Opportunity Area Program bonuses):

1. "Fast-tracking" of land use permit, subdivision, and construction permit applications for the affordable housing development by all County departments, provided that an affordable rental project shall have priority over an affordable ownership project;
2. Concurrent processing, where projects require multiple permits or environmental review; and
3. Preference to affordable housing developments in priority development areas.

**B. Additional Incentives.**

1. In addition to the incentives guaranteed under Subsection A, the review authority shall also grant one of the following incentives to each residential project providing on-site affordable housing in compliance with 26.89.040 C. (Affordable Housing Requirements: Number of affordable units required), Section 26.89.050 C. (State density bonus program), 26.89.050 D. (Supplemental density bonus program), 26.89.050 E. (Mixed use project density bonuses) or Section 26.89.050 F. (Housing Opportunity Area Program bonuses):
  - a. Elimination of covered parking requirements;
  - b. A 20 percent reduction of any open space requirements;
  - c. A 20 percent reduction of the minimum parcel size or minimum parcel width;

- d. A five-foot reduction in side yard setbacks and a 10-foot reduction in front yard setbacks, provided that adequate access to light is maintained for all units as determined by Design Review; and further provided that no front yard setback shall be less than 10 feet, no garage shall be set back less than 20 feet, and adequate sight distance is maintained; or
  - e. Allowance of other regulatory incentives or measures that can be shown to result in identifiable and actual cost reductions.
2. In addition to the incentives guaranteed under Subsection A, the review authority shall grant two incentives under this Subsection B to each residential project that provides:
    - a. 30 percent of the base units for low-income households;
    - b. 15 percent of the base units for very low-income households; or
    - c. 30 percent of the base units for moderate income households in a condominium project or planned development.
  3. The review authority may grant two or more incentives under this Subsection if the applicant demonstrates that the development meets other Housing Element goals (e.g., provision of housing for seniors or special housing needs individuals, including the provision of housing meeting Universal Design standards), or provides greater or longer term affordability, or a greater number of affordable units than otherwise required. Incentives provided under this Subsection shall be proportional to the extent to which the project provides for additional affordable and/or special needs housing units and/or child care facilities. In the case of condominiums and planned developments, any waiver or modification of development standards approved for the condominium or planned development project shall be considered incentives under this Subsection.

**C. Request for specific incentive.**

1. An applicant eligible for an affordable housing incentive under this Subsection may submit a request for a specific incentive under Subsection B. and may request a meeting with the Department to discuss that request. The review authority shall grant the specifically requested incentive unless it finds any of the following:
  - a. The incentive is not required in order to provide for the affordable housing costs or rents as provided in this Section; or
  - b. The incentive would have a specific adverse impact, as defined in Government Code Section 65589.5 paragraph (2) of subdivision (d), upon public health or safety or the physical environment or upon any real property that is listed in the California Register of Historical Resources, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the project unaffordable to low- and moderate income households.
  - c. The incentive would be contrary to state or federal law.
2. If the review authority finds that it cannot grant the specifically requested incentive, it shall grant a different incentive under Subsection B., which incentive it determines will best enhance the economic feasibility of the project or will allow greater or longer term affordability or a greater number of affordable units.

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**Sec. 26-89-070 – Design and Construction Standards**

Each housing unit that is constructed to provide affordable housing in compliance with this Article shall comply with all of the following standards.

**A. Design and construction.**

- 1. Timing of construction.** Affordable units shall be constructed concurrently with the other units in the project. Where construction phasing is necessary, each phase shall provide the same ratio of lower-or moderate income units to the market rate or other unrestricted units in the phase as that required for the development as a whole.
- 2. Location within overall development.** Affordable units shall be integrated into the overall project design and distributed throughout the development.
- 3. Unit size.**
  - a. The average floor area of the affordable units shall be at least 75 percent of the average floor area of the other units in the development.
  - b. The mix of unit sizes and numbers of bedrooms in the affordable units shall be similar to the mix of unit sizes and bedroom counts provided in the development as a whole; except that the affordable units may have less floor area than the market rate units to assist in achieving affordability, provided the units comply with the average floor area requirement in Subparagraph A. 3. a., above.
- 4. Amenities.**
  - a. **Interior amenities.** To assist in achieving affordability, affordable units may have fewer interior amenities than the market rate units in the development.
  - b. **Exterior appearance.** Exterior appearance and quality of the affordable units shall generally be similar to the market-rate units, with exterior materials and appointments similar to, and architecturally compatible with, the market-rate units in the development.
  - c. **Upgrades.** A developer shall not offer upgrades of materials to renters or buyers of affordable dwelling units where the upgrades would increase the total price paid by the buyer to the developer, or total rent paid by the tenant, for the affordable dwelling unit to above the specified affordable rent or sales price.

**Sec. 26-89-080 – Ownership Unit Occupancy and Long-Term Restrictions**

Each affordable ownership unit constructed in compliance with this Article shall comply with all of the requirements of this Section.

**A. Ownership unit occupancy requirements.**

- 1. Eligibility requirements.** An affordable housing unit shall be sold, and to the extent required by Subsection D (Affordable Housing Agreement required), resold, only to a household certified by the CDC as extremely-low, very low-, low-, or moderate-income, and where applicable as a senior,

disabled or large family household, as designated by the terms of project approval, and which also complies with all of the following requirements.

- a. The purchaser shall be an eligible household as defined by the CDC and specified in the Sonoma County Affordable Housing Program Homeownership Policies, available at the offices of the CDC.
- b. The purchaser shall reside in the unit as their principal residence and may not rent the unit in its entirety to another party.

**2. Buyer certification and selection.** Affordable housing units shall be sold, and to the extent required by Subsection D. below resold, only to households certified by the CDC as satisfying eligibility requirements specified in Subparagraph A. 1., above, and in compliance with all of the following procedures:

- a. Initial buyers eligible to purchase affordable housing units shall be selected by the developer in compliance with a marketing program approved, in advance, by the Executive Director of the CDC. Subsequent buyers shall be selected by the CDC in compliance with the Sonoma County Affordable Housing Program Homeownership Policies, available in the offices of the CDC.
- b. The marketing program shall identify and detail an equitable selection process to be used for the marketing and sale of the affordable units.
- c. Selection criteria may include household income and assets, household size, and, in cases where units are dedicated for low-income senior, disabled, or large family households, the size or special needs features of the available unit(s).

**3. Preferences.** Preference in the sale of affordable housing units shall be given first to persons currently employed in the County, and then to current County residents, to the extent allowed by law.

**B. Ownership units - sales price restrictions.** Affordable ownership units as designated in the terms of project approval shall be offered at sales prices that are considered affordable to very low-, low-, or moderate-income households, as applicable, as defined in Section 26.02.140. CDC shall calculate sales prices for each of these income categories in compliance with the Sonoma County Affordable Housing Program Homeownership Policies, available at the offices of the CDC.

**C. Affordable Housing Agreement required.**

1. The CDC shall record an Affordable Housing Agreement with the eligible buyer concurrently with the recording of each grant deed transferring title to an affordable unit subject to this Section to an eligible household. The Affordable Housing Agreement shall provide the CDC, for the term specified in Subparagraph D.5., below, with a first right to purchase the unit upon resale in compliance with the Sonoma County Affordable Housing Program Homeownership Policies, available at the offices of the CDC.
2. The Affordable Housing Agreement shall permit CDC to assign its rights to purchase the unit under the Agreement to an eligible buyer to purchase the unit.
3. In all cases where the CDC exercises or assigns its rights to purchase the unit, the unit shall be conveyed to or purchased by an income-eligible buyer in compliance with the designation of the unit in project approvals and as determined by the CDC in compliance with the Sonoma County Affordable Housing Program Homeownership Policies, available at the offices of the CDC.

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4. The Affordable Housing Agreement shall contain provisions further restricting the resale of an affordable ownership unit to the extent required by the Sonoma County Affordable Housing Program Homeownership Policies, available at the offices of the CDC.
5. The Affordable Housing Agreement for each affordable ownership unit shall reserve the unit for purchase by the CDC or its assignee and for resale only to eligible households, as defined by this Section and the project approvals, for a minimum term of 30 years, or for a longer time if required by the project approvals, construction or mortgage financing assistance program, or mortgage insurance program. A new term shall commence on the recording date of each new Affordable Housing Agreement recorded concurrently with a grant deed transferring title of the designated unit to an eligible household.

**D. Alternative financing programs and affordability guarantees.**

1. Where the Executive Director of the CDC determines, after consultation with County Counsel, that one or more Federal, State, and/or local financing programs applicable to a project will achieve results that are equivalent to, or more restrictive than the affordability and/or financing requirements of this Section and the Sonoma County Affordable Housing Program Homeownership Policies, and that the financing programs otherwise comply with applicable Federal, State and local laws, the Executive Director may authorize the relevant provisions of those programs to replace or supersede the affordability and/or financing requirements of this Section and the Sonoma County Affordable Housing Program Homeownership Policies.
2. When authorized by the Executive Director of the CDC in compliance with Subparagraph D.1., the Affordable Housing Agreement required by Section 26.89.100 for a project shall incorporate the affordability and/or financing provisions of the relevant Federal, State, and/or local programs, that will replace the corresponding or similar requirements of this Section and the Sonoma County Affordable Housing Program Homeownership Policies. The CDC shall record an Affordable Housing Agreement in compliance with Subsection C., above, for each unit sold under this Subsection (D).

- E. Administrative fees.** The CDC may collect an administrative fee, as the Board may establish from time to time, at close of escrow of the sale and resale of each affordable ownership unit, to recover the costs of its obligation under this Section.

(Ord. No. 5570 § 34.2, 2005)

**Sec. 26-89-090 – Rental Unit Occupancy and Long-Term Restrictions**

Each affordable rental unit constructed in compliance with this Article shall comply with all of the requirements of this Section.

**A. Rental unit - occupancy requirements.**

**1. Eligibility requirements.**

- a. No household shall be allowed to occupy an affordable rental unit constructed in compliance with this Article unless the annual household income, adjusted for household size, is equal to or less than:

- (1) 30 percent of median income for the County, for units restricted to extremely low-income households;
- (2) 50 percent of median income for the County, for units restricted to very low-income households; and
- (3) 80 percent of median income for the County, for units restricted to low-income households.

**2. Tenant certification and selection.** Affordable rental units shall be rented only to households meeting the eligibility requirements of Subparagraph A. 1., above, and in compliance with all of the following procedures.

- a. Renters eligible to rent the affordable units shall be selected by the developer or owner in compliance with a tenant selection and marketing program approved, in advance, by the Executive Director of the CDC.
- b. At least once annually and no more often than semi-annually, owners of affordable rental units shall provide to the CDC compliance reports on forms provided or approved by CDC, certifying that all tenants occupying the designated rental units are eligible under the terms of this Section and the Affordable Housing Agreement applicable to the development.

**3. Preferences.** Preference in the rental of affordable housing units shall be given first to persons currently employed in the County, and then to current County residents, to the extent allowed by law.

**B. Affordable rental unit restrictions.** Each affordable rental unit shall be offered at a rent level that is considered affordable to extremely low-, very low- or low-income households, as established annually by the Executive Director of the CDC based upon income limits that the U.S. Department of Housing and Urban Development (HUD) issues annually for the County. A utility allowance will be deducted from the maximum affordable rent so that monthly housing costs (rent plus tenant-paid utilities) are equal to or less than:

1. For units restricted to low-income households, 30 percent of 60 percent of median area income, as established annually by HUD, adjusted for assumed household size;
2. For units restricted to very low-income households, 30 percent of 50 percent of median area income, as established annually by HUD, adjusted for assumed household size; and
3. For units restricted to extremely low-income households, 30 percent of 30 percent of median area income, as established annually by HUD, adjusted for assumed household size.

**D. Term of rental restrictions - minimum term for continued affordability.** Each required affordable rental unit shall be reserved for eligible extremely low-, very low- or low-income households, and as applicable to senior, disabled, and large family households, at the applicable affordable rent for a minimum of 55 years (30 years for a Government Code 65915 project without financing assistance), or for a longer time if required by the project approvals, construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program, or as otherwise allowed by law. The affordability term shall commence on the date of issuance of the Certificate of Occupancy for the affordable unit.

**E. Rental unit monitoring.** The CDC shall monitor the rental of affordable units for compliance with the Affordable Housing Agreement and the provisions of this Article. On an annual basis, the owner shall pay to the CDC a fee for monitoring each unit subject to the Affordable Housing Agreement, which fee shall be established by resolution of the Board of Directors of CDC from time to time.

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**Sonoma County Development Code**  
**Article 89 – Affordable Housing Incentives and Requirements**

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(Ord. No. 5570 § 34.2, 2005)

**Sec. 26-89-100 – Affordable Housing Agreements**

The obligations assumed by an applicant or property owner in exchange for subsidies or incentives for the construction of affordable housing in compliance with this Article shall be secured by a recorded Affordable Housing Agreement executed by the property owner and by the CDC on behalf of the County, and recorded before the recordation of a final map or issuance of a Building Permit, whichever occurs first.

- A. Review and approval.** Subject to review and approval by County Counsel as to form, the Executive Director of the CDC is authorized to sign and record Affordable Housing Agreements required by this Section and to sign and record documents subordinating Affordable Housing Agreements to acquisition, construction, bridge, and long-term permanent financing associated with the development of the project in which the affordable units will be located.
- B. Agreement contents.** An Affordable Housing Agreement shall contain provisions that implement all requirements of Section 26.89.080 (Ownership Unit Occupancy and Long-Term Affordability) or Section 26.89.090 (Rental Unit Occupancy and Long-Term Affordability), above, as applicable to the specific project. The agreement shall also include the following provisions, and any additional requirements required by the review authority.
- 1. Occupancy standards.** The agreement shall include provisions that specify:
    - a. Income eligibility criteria for defining housing unit affordability;
    - b. The actual affordable sales prices or rents for affordable units, as determined by the CDC in accordance with this Article. The agreement shall also provide that the CDC may from time to time revise the sales prices and rent limits in response to changes in income limits, monthly housing costs, and the real estate market. Monthly housing costs for affordable ownership units shall include mortgage payments, property taxes, homeowners insurance and, as applicable, homeowner's association dues and private mortgage insurance. Monthly housing costs for affordable rental units shall include the rent plus any tenant-paid utilities;
    - c. Criteria for the certification and selection of buyers or renters, as applicable. Selection criteria may include the amount of household income and assets, household size, and the size or other special needs features of units reserved for senior, disabled or large family households; and
    - d. A fair and equitable marketing and buyer or tenant selection process submitted by the applicant and approved in advance by the Executive Director of the CDC, to ensure the selection of eligible buyers or tenants.
  - 2. Sale, resale and rental restrictions.** The agreement shall include provisions that specify:
    - a. A guarantee of sale or rent and continuing availability of all units designated as moderate income units to eligible moderate income households, and a guarantee of sale or rent and continued affordability of all units designated as affordable to low-, very low-, and extremely low-income households to eligible low-, very low- or extremely low-income households for a minimum of 30 years or as otherwise provided by this Article, or for another term as may be authorized by the project approvals and allowed by law;

- b. A provision restricting the sale of all affordable ownership units to eligible buyers as defined by the CDC in accordance with this Article and specified in the Sonoma County Affordable Housing Program Homeownership Policies, available at the offices of the CDC; and
  - c. A provision that the sale of a dwelling designated as affordable to a moderate, low- or very low-income household shall include an assignable Affordable Housing agreement granting the CDC the first right of refusal to purchase the unit at the time of subsequent sale as specified in the Sonoma County Affordable Housing Program Homeownership Policies.
3. **Fees.** The agreement shall include a provision that the CDC and the Department receive all applicable fees as may be established by resolution of the CDC or Board from time to time, including but not limited to monitoring fees for rental units and administrative fees at sale and resale of ownership units subject to this Article.
4. **Enforcement and recovery of costs.** The agreement shall include a provision that provides for enforcement of the agreement by the County and/or the CDC and that entitles the County and the CDC to recover reasonable attorney's fees (including County Counsel fees), investigation and litigation expenses, and any related staff costs associated with enforcing the Agreement.

Resolution Number 14-017

County of Sonoma  
Santa Rosa, California

September 4, 2014  
ORD12-0005 Jane Riley

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING TO THE BOARD OF SUPERVISORS AN AMENDMENT OF CHAPTER 26 OF THE SONOMA COUNTY CODE TO ADD DEFINITIONS AND INCENTIVES FOR UNIVERSAL, TO ALLOW AFFORDABLE OWNERSHIP HOUSING TO USE A LIMITED SALES PRICE APPROACH, AND FINDING THE PROJECT EXEMPT FROM CEQA.

WHEREAS, AMENDMENTS TO Article 89 of the Sonoma County Code are necessary to accomplish certain policies and objectives set forth in the 2009 General Plan Housing Element, including policies to implement residential Universal Design measures and to maintain long-term affordability of affordable ownership housing stock that has received a public subsidy or incentives; and

WHEREAS, the Article 89 amendments project is exempt from environmental review under Section 15061 (b) (3) of the Public Resources Code because it can be seen with certainty that there is no possibility that the activities of changing the long-term affordability mechanism for ownership housing and providing a definition and incentives for the inclusion of Universal Design measures could have a significant effect on the environment; and

WHEREAS, in accordance with the provisions of law, a duly noticed public hearing was held on September 4, 2014, by the Planning Commission at which time all interested persons were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission does make the following findings:

1. The Code changes are necessary and appropriate to implement the policies of the 2009 General Plan Housing Element, and provide consistency with the Sonoma County General Plan; and
2. The Code changes are consistent with the rest of the Sonoma County General Plan, and further the goals, objectives, and policies of the General Plan; and
3. The Code changes are exempt from further review under the California Environmental Quality Act (CEQA) under the General Rule because it can be seen with certainty that the project will not cause a significant effect on the environment.

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BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors adopt the proposed Ordinance amendments to Chapter 26 of the Sonoma County Code.

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 the proceedings upon which the Commission's decision herein is based. These documents may be found at the

Resolution No.: 14-017  
September 4, 2014  
Page 2

Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, California 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner Cook, who moved its adoption, seconded by Commissioner Lynch, and adopted on roll call by the following vote:

Commissioner Carr:	Aye
Commissioner Cook:	Aye
Commissioner Liles:	Absent
Commissioner Lynch:	Aye
Commissioner Montoya:	Aye

Ayes: 4      Noes: 0      Absent: 1      Abstain: 0

WHEREUPON, the Chair declared the above and foregoing resolution duly adopted; and

SO ORDERED.



## **Sonoma County Planning Commission**

### **DRAFT MINUTES**

Sonoma County Permit and Resource Management Department  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

Date: September 4, 2014  
Meeting No.: 14-09

#### **ROLL CALL**

Greg Carr  
Paula Cook  
Jason Liles, Absent  
Tom Lynch  
Shawn Montoya, Chair

#### **STAFF MEMBERS**

Jennifer Barrett  
Karin Theriault  
Jane Riley  
Chelsea Holup, Secretary  
David Hurst, Chief Deputy County Counsel

**1:00 p.m.:** Call to order and Pledge of Allegiance. Please Be Courteous - Turn off cell phones and pagers while the meeting is in session.

#### **Correspondence**

#### **Board of Zoning Adjustments/Board of Supervisors Actions**

#### **Commissioner Announcements/Disclosures**

#### **Public Appearances**

#### **Items scheduled on the Agenda**

## **PLANNING COMMISSION REGULAR CALENDAR**

Item No.: 2  
Time: 1:30 p.m.  
File: ORD12-0005  
Applicant: County of Sonoma  
Staff: Jane Riley  
Env. Doc: Categorical Exemption, Section 15031(b)(3)  
Proposal: Revisions to Article 89 and related Zoning Code sections to accomplish three objectives: 1) to allow affordable ownership housing to use a restricted sales price approach rather than a shared equity approach; 2) to define and incentivize residential Universal Design; and 3) to make non-substantive changes for consistency and compatibility with the new Development Code format.  
Location: County-wide  
APN: Various  
District: All  
Zoning: Various

**Staff Presentation:**

**Commissioner Cook:** I have talked to developers most are in favor of the change. I welcome affordable housing to talk with us.

**Commissioner Carr:** How many units did we lose?

**Commissioner Cook:** Housing Land Trust model just one piece of the pie?

**Public comments:** None closed at 3:15 p.m.

**Commissioner Cook:** Great deal of sense to preserve affordable housing stock. Work force needs it. We need to protect and preserve. Can we make Universal design mandatory?

**Staff:** State law allows us to adopt something different but must be similar. The State will review. The developer or buyer is given a check list and can opt to install Universal features. Accessible features you will pay for but the developer will incorporate it in. Granting density bonus. The public benefit test gives incentives.

**Deputy Director Jennifer Barrett:** Universal design is being incorporated in multi-family housing units.

**Commissioner Cook:** Is this being done just on the ground floor?

**Staff:** Yes ground floor accessibility.

**Commissioner Cook:** Have there been in formal conversations with developers or focus groups?

**Staff:** No focus group yet. Maybe we could on the Board of Supervisors Agenda?

**Deputy Director Jennifer Barrett:** We have had great success and have the conversation with each developer. It is easy to incorporate features into brand new housing. The developers are beginning to understand we have an aging market in Sonoma.

**Commissioner Montoya:** The upper end markets I deal with most of the clients enjoy the features.

**Commissioner Lynch:** I encourage these designs in remodels. Can the county change the ingress and egress?

**Deputy Director Jennifer Barrett:** We can do amendments to the building code for some things. But that is not likely to happen.

**Commissioner Carr:** There are other ways to market. Maybe we could start handing out brochures to remodel permits.

**Deputy Director Jennifer Barrett:** We do have a hand out for people and Jane Riley has done a lot of talking to staff and we did healthy communities outreach to planners and architects county wide.

**Commissioner Montoya:** We need more tools in the box to keep building. Please keep adding tools to the box.

Action: Commissioner Cook moved to find the proposed project exempt from CEQA and recommended approval to the Board of Supervisors with correction to the title of the Resolutions as recommended by staff. Seconded by Commissioner Lynch and passed with a 4-0-1 vote.

Appeal Deadline: N/A

Resolution No.: 14-017

**Vote:**

Commissioner Carr: Aye

Commissioner Cook: Aye

Commissioner Liles: Absent

Commissioner Lynch: Aye

Commissioner Montoya: Aye

Ayes: 4

Noes: 0

Absent: 1

Abstain: 0



# 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

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**FILE:** ORD12-0005  
**DATE:** September 4, 2014  
**TIME:** 1:30 p.m.  
**STAFF:** Jane Riley, Project Planner

**Board of Supervisors hearing will be held at a later date and will be noticed at that time.**

### SUMMARY

**Applicant:** County of Sonoma

**Location:** County-wide  
APNs: Various Supervisorial District No.: All

**Subject:** Changes to Article 89

**PROPOSAL:** Revisions to Article 89 and related Zoning Code sections to accomplish three objectives: 1) to allow affordable ownership housing to use a restricted sales price approach rather than a shared equity approach; 2) to define and incentivize residential Universal Design; and 3) to make minor changes to comply with recent laws, and for consistency and compatibility with the new Development Code format.

**Environmental Determination:** Categorical Exemption, Section 15031(b)(3)

**General Plan:** All

**Specific/Area Plan:** All  
**Land Use:** All

**Ord. Reference:** 26-89

**Zoning:** Various

**Application Complete for Processing:** N/A

**RECOMMENDATION:** Adopt Resolution recommending approval to the Board of Supervisors

## **ANALYSIS**

### **Background and Project Description:**

In 2005 the Board of Supervisors adopted Article 89 of the Zoning Code. Article 89 combined all of the various affordable housing programs and requirements that were found throughout the Code into one new Article, and also adopted the County's Affordable Housing Program. Under the Affordable Housing Program, all new development contributes in some way to meeting the County's affordable housing need.

The proposed changes to Article 89 will update the ordinance and respond to changes in state law to accomplish the following three objectives:

- 1) remove references to the County's current shared equity approach to maintaining long-term affordability for ownership housing, allowing a change to a restricted sales price approach;
- 2) define and incentivize residential Universal Design; and
- 3) make minor changes to provide better consistency with the language and format of the new Development Code.

References to Redevelopment Agency requirements which are no longer applicable have been removed to comply with the state's dissolution requirements. Additional minor changes are made to comply with recent case law regarding inclusionary housing. Finally, portions of the existing Article 89 have been reformatted to better align with the new Development Code format. Because of the large number of edits and the reformatting involved, staff recommend that the entirety of the existing Article 89 of the Zoning Code be rescinded and replaced with the new version of Article 89, as amended (Exhibit C to Attachment A).

## **DISCUSSION OF ISSUES**

### **Issue #1:** Change from Shared Appreciation Approach to Restricted Sales Price Approach

For many years, the County has used a "shared appreciation" model to maintain long-term affordability of ownership housing units. This approach sets the original sales price of a home at fair market value. The County records a silent second loan to assist the initial buyer to acquire the home, which is repaid upon sale of the property in an amount that recaptures the loan principal plus a share of the appreciation in the value of the property. The repaid loan funds are used to assist a new income-eligible buyer to acquire the property at the new fair market value. Due to wide swings in housing values during volatile real estate markets, use of this model over the past ten years has been problematic. In a quickly rising market, the loan repayments from the first buyer are insufficient to cover the new fair market value of the property. In very escalated markets, the new fair market values can exceed the maximum purchase prices that public finance agencies allow, thereby leaving eligible low-income buyers without a means of obtaining any mortgage financing. In a falling market, the property value can fall below the initial fair market value, resulting in negative appreciation and no funds being repaid with which to make loans to new buyers. In severely depreciated markets, the value can fall so far that the initial buyer can lose the home to foreclosure by the senior lender.

A different approach to maintain long-term affordability that is used in most jurisdictions is to restrict subsequent sales prices to the affordable levels. This approach initially sets the sales price of the home at a figure that is affordable to the first lower-income buyer, and then restricts increases in the resale price for subsequent lower-income buyers to the percentage of increase in a standardized measure, such as Area Median Income. Homeowners still build equity as the market increases, but not beyond the established percentage of increase. Through this approach, the level of affordability is preserved for all subsequent resales, and is better protected against fluctuations in the real estate market. This approach

better ensures that the value of the public dollars used to enable the assisted buyer to acquire the home will be maintained to assist additional buyers into the future, and that the homes are preserved as part of the County's affordable ownership housing stock over time.

The Sonoma County Community Development Commission (CDC), which administers affordable housing programs for the County, will request Board of Supervisors approval of revisions to the Sonoma County Affordable Housing Program Homeownership Policies and the CDC Loan Policies in order to implement the restricted sales price approach concurrent with the Article 89 changes. Only minor changes are needed within Article 89 of the Zoning Code to correct references and eliminate inconsistent language. The existing definition of "Deferred Payment Subordinate Loan" will be deleted from the definitions section, as the term will no longer be used within the Zoning Code. Representatives from the CDC will be present at the Planning Commission Hearing to answer any questions.

**Option 1:** Continue the existing shared equity approach; do not adopt the restricted sales price approach.

**Option 2:** Adopt the restricted sales price approach and make the necessary Code changes.

**Staff Recommendation: Option 2.** Adoption of the restricted sales price approach would provide more certainty in a changing housing market, and would better ensure that the public dollars used to assist the initial homebuyer will be maintained to assist future buyers. These measures would better preserve the affordable homes as part of the County's affordable ownership housing long-term. The shared equity program currently in use could still be utilized if the program is required by law, such as with the state density bonus program.

**Issue #2:** Residential Universal Design

The Planning Commission and Board of Supervisors have consistently supported the inclusion of Universal Design concepts in residential developments. "Universal Design" is design for everyone, regardless of age and ability. Residential Universal Design differs from the Building Code requirements for multi-family buildings in several ways: while the Building Code requires wheelchair accessibility in a percentage of multi-family units, universal design encourages that all homes - especially single family homes - be designed for all persons, regardless of ability. Universally designed homes feature a stepless entry, wider hallways and doorways, complete living space on the entry level, plenty of natural light, and environmental controls placed at accessible heights. Most features are seamless and add little to the cost of building a home when considered during initial planning stages.

**Housing Element Policy & Programs**

The Planning Commission and Board of Supervisors have already adopted Universal Design policy in the 2009 General Plan Housing Element:

**Goal 5: Promote Production of Housing Units for Special Needs**

- Promote Universal Design

**Policy HE-5o:** Promote Universal Design principles in new residential construction.

**Housing Element Program 57: Checklists for Residential Developers**

**Program Description:** The County currently provides pre-application checklists to residential developers for such things as design review considerations, fire-safe standards, and low-water use landscaping. This program would be expanded to provide checklists to implement several new housing element policies, including Universal Design concepts, energy conservation and energy efficient design, green building, Healthy Communities, pedestrian-friendly design and the like. (Policy reference: HE-2c, 6d, -6f, -6h)

### **Housing Element Program 51: Universal Design**

**Program Description:** The County would consider adoption of a Universal Design Ordinance similar to HCD's Model Universal Design Local Ordinance (AB 2787) for new residential construction. (Policy reference: HE-5o)

**General Plan Program Implementation Status:** The County has created a Universal Design Checklist and has been using it since 2009 to promote the inclusion of Universal Design concepts in new construction. At least one large single-family subdivision was approved by the Board of Supervisors with a requirement that at least 15% of the units include the three basic tenets of Universal Design (see Definitions, below).

Staff and counsel have also considered adoption of an Ordinance similar to the state model ordinance, pursuant to Housing Element Program 51. The recommended changes to the Zoning Code to encourage Universal Design do not include adoption of the state model for the reasons outlined below.

#### State Model Ordinance

California law (Section 17959.6 of the Health and Safety Code) requires a builder of new for-sale residential units to provide potential buyers with a list of specific universal design features which make a home safer and easier to use for persons who are aging or frail, or who have certain temporary or permanent activity limitations or disabilities. Part of the state law required that the State adopt a model Ordinance that local jurisdictions had the option of adopting. The State Model Ordinance is reflective of state law, and does not require anything further of developers than the offering of options to homebuyers at the homebuyers' expense. It also lacks incentives to encourage developers to incorporate Universal Design features in new residential construction.

State law requires builders to offer universal design features to potential buyers of homes in new subdivisions, at the buyer's cost. In a rural county like Sonoma where there are very few large subdivisions with model homes, this requirement has limited applicability.

#### Previous direction provided by Planning Commission/Agency

This topic was presented to the Planning Agency during 2011 as an informational item. The Agency expressed strong support for Universal Design in general, and recommended that staff include consideration of a mandatory program. County Counsel suggested a program to encourage the inclusion of Universal Design components in new residential development by providing incentives, rather than adoption of a mandatory ordinance that exceeds the scope of the state's model code.

#### Staff Proposal

The proposed Code changes would incentivize Universal Design by adopting definitions of Universal Design and Universally Designed Housing, and by adding allowances to the County's Supplemental Density Bonus Program for a density bonus for universally designed housing. The proposed changes would also include universally designed housing as a community benefit that can be considered by the decision-maker in the granting of a PD Planned Development use permit. Proposed changes are outlined below and in Attachment A.

Definitions. The following two definitions are proposed to be added to the Definitions within the Zoning Code:

**Universal Design** means an environment designed and built to be accessed and used by all persons, regardless of ability or mobility. See also **Universally Designed Housing**.

**Universally Designed Housing** means housing units that are designed and built to be fully functional for all persons in all stages of life, regardless of ability or mobility. To be considered a Universally Designed Housing Unit, a home must at a minimum meet the three basic tenets of residential universal design: at least one stepless entry on an accessible path of travel; a complete livable entry floor, including 32" clear width doorways & hallways, a  $\frac{3}{4}$  or full

bathroom with either a 60” turning radius or a 36” t-turn configuration, and a bedroom or flexroom on the entry level; and the provision of all environmental controls at accessible heights. The inclusion of optional universal design components, as established by AB 2787 (2010) in Section 17959 of the Health & Safety Code, is strongly encouraged. Housing units that are constructed as accessible under the ADA shall be considered to already meet the minimum criteria for universal design.

Incentives. Staff proposes incentivizing the inclusion of Universally Designed Housing units by providing a density bonus when affordability is also provided; and, by specifying that Universal Design is one of the benefits that may be considered when reviewing a “Planned Development” (PD) project. The proposed Code changes are provided below and in Attachment A.

**D. County Supplemental Density Bonus Program.**

1. In addition to the incentives provided by Section 26-89-060 (Affordable Housing Incentives), a residential project of five or more base units shall be eligible for a density bonus of up to 50 percent above the maximum density permitted by the General Plan and Zoning Ordinance if the project provides a total of:
  - a. 10 percent or more of the base units for extremely low-income households; or
  - b. 20 percent or more of the base units for very low-income households; or
  - c. 30 percent or more of the base units for low-income senior households; or
  - d. 30 percent or more of the base units for low-income households, with 10 percent or more of those base units provided as fully accessible units for low-income disabled households; or
  - e. 30 percent or more of the base units for low-income households, with 10 percent or more of those base units provided as large rental units with three or more bedrooms for low-income households; or
  - f. 40 percent or more of the base units for low-income households; or
  - g. A state density bonus program-qualifying project for very low or low-income households that also provides 33 percent or more of the total project units as powered by onsite renewable energy systems capable of generating at least 70 percent of the projected electrical energy demand of the units or results in an equivalent reduction in utility costs; or
  - h. *A state density bonus program-qualifying project for low- and moderate- income households that also provides 50 percent or more of the total project units as Universally Designed Housing.*

**Consideration when granting a Planned Development (PD) Use Permit:**

In order to facilitate the issuance of Planned Development (PD) entitlements when universally designed housing units are planned to be provided, staff proposes adding the following language to the Single Family Residential (R1) Zoning District language. Similar changes are not proposed for the High Density Residential District because multi-family developments already have accessibility requirements under state law. Changes are also proposed within this Zoning Code Section to remove redundant and outdated Housing Element references, as shown below.

**Sec. 26-20-020. Uses permitted with a use permit (Low Density Residential)**

Uses permitted with a use permit include the following:

(a) Planned developments and condominiums. Compatibility with adjacent development, unique characteristics, innovation, provision of amenities and the provision of universally designed housing ~~which and affordable housing is affordable pursuant to the requirements of the Housing Element Sections 3.1 and 3.1.4~~ are additional criteria which will be utilized in evaluating such development. Condominium conversion shall be subject to the requirements of the Housing Element Policy HE-3i;

**Option 1:** Do not adopt the Code changes for Universal Design.

**Option 2:** Adopt the Code changes for Universal Design as recommended above.

**Staff Recommendation: Option 2.** Staff recommends that the definitions and incentives outlined above be included in the Zoning Code for Universal Design.

**Issue #3: Other Changes:** Other changes are being made to remove outdated references, to reorganize some information, and to provide consistency with terms used in the new Development Code. These changes include the deletion of current references to “special needs housing” from the Definition section of the Code and from Article 89, as that term is no longer in use (See Exhibit C to Attachment A). Changes are also made to comply with recent case law regarding inclusionary programs and affordable housing fees (Patterson and Palmer), including removal of the concept of “in-lieu fee” and clarification that the affordable housing program requirements can be met through several options, including payment of the affordable housing fee, the on-site provision of affordable housing units, or other identified alternatives.

**STAFF RECOMMENDATION**

Staff recommends that the Planning Commission hold a public hearing and adopt the attached resolution recommending that the Board of Supervisors find the project exempt from CEQA and adopt the revised Article 89 and associated changes to the Zoning Code, as shown in Attachment A.

**LIST OF ATTACHMENTS**

Draft Planning Commission Resolution  
Attachment A: Draft Ordinance with Exhibits A-C showing changes

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**Separate Attachment for Commissioners:** Legislative Style Review Version of Article 89