

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

TUESDAY

OCTOBER 21, 2014

8:30 A.M.

(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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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 42)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 7)

PRESENTATIONS AT THE BOARD MEETING

1. Adopt a Gold Resolution honoring Red Ribbon week. (Second District)
2. Present Certificates of Honor to the generous sponsors of the Schulz Celebrity Golf Classic held on June 3, 2014, that raised \$750,000 to benefit Sonoma County Children's Charities. (Fourth District)
3. Adopt a Gold Resolution recognizing Gail Ahlas for her contributions to the Roseland community throughout her twenty years of pioneering service to the Roseland School District. (Fifth District)
4. Adopt a Gold Resolution recognizing the funders and partners who support the Sonoma County Youth Ecology Corps. (Human Services)

PRESENTATIONS AT A DIFFERENT DATE

5. Adopt a Gold Resolution recognizing the Jewish Community Center upon their sesquicentennial - 150 years anniversary. (Second District)
6. Adopt a Gold Resolution recognizing the Northwestern Pacific Railroad Depot upon their centennial -100 year anniversary. (Second District)
7. Adopt a Gold Resolution honoring the North Bay Children's Center on the Occasion of its 25th Anniversary. (Second District)

CONSENT CALENDAR (Continued)

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

8. Fitch Mountain Acquisition -
- (A) Adopt a Resolution making certain findings and Approving the phased acquisition of fee title to certain property on Fitch Mountain for transfer to the City of Healdsburg subject to a conservation easement and recreation conservation covenant held by the District.
 - (B) Authorize an exchange of conservation easement interests pursuant to Public Resources Code section 5540.5 to facilitate the acquisition.
 - (C) Authorize the amendment of an existing conservation easement on the property.
 - (D) Authorize the President of the Board to execute all documents to be recorded in connection with the acquisition, easement exchange, and easement amendment.
 - (E) Delegate authority to the District's General Manager to take all necessary and appropriate action to complete the transaction, and
 - (F) Dedicate the conservation easement to open space purposes pursuant to Public Resources Code section 5540. (Fourth District)

COMMUNITY DEVELOPMENT COMMISSION

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

AND

BOARD OF SUPERVISORS

9. Concurrent approval for:
- (A) The Board of Supervisors and Board of Commissioners to approve the Fiscal Year 2015-16 Funding Policies: Federal Community Development Block Grant, HOME and Emergency Solutions Grant Funding Programs, Community Services Funding Program, and Low- and Moderate-Income Housing Asset Fund.
 - (B) The Board of Supervisors to authorize submittal of Community Development Block Grant (CDBG) project funding requests to the Sonoma County Community Development Commission (CDC) by the Department of Transportation and Public Works, General Services Department, Regional Parks Department, and the Economic Development Board, approve submittal of CDBG project funding requests by the Sonoma County Fairgrounds as County-Owned Public Facilities projects, for consideration during the CDC-administered Consolidated Plan funding process, and ratify the execution of non-substantive amendments to the "Urban County" Joint Powers Agreement.
 - (C) The Board of Commissioners to authorize submittal one CDBG project funding request and one HOME Investment Partnerships funding request by the Sonoma County Community Development Commission for consideration during the Fiscal Year 2015-16 CDC-administered Consolidated Plan funding process.

SONOMA COUNTY WATER AGENCY

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

10. Authorize the Water Agency's General Manager to terminate the 404 Aviation Boulevard Roof Replacement contract for convenience and authorize payment to the contractor of termination costs not to exceed \$5,000. (Fourth District)

CONSENT CALENDAR (Continued)

11. Water Conservation and Drought Public Awareness Survey 2014 –
Authorize the Water Agency's General Manager to execute an agreement with EMC Research, Inc. to provide preparation and implementation of public opinion surveys for the amount of \$33,000, through on June 30, 2015.

SONOMA COUNTY WATER AGENCY

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

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, and Rouse)

12. Federal Emergency Management Agency Grant Awards -
- (A) Authorize the General Manager to accept for the Sonoma County Water Agency an additional \$1,000,000 in Hazard Mitigation Grant Program funds for the Santa Rosa Aqueduct Project.
 - (B) Authorize the General Manager to accept for the Sonoma County Water Agency a California Pre-Disaster Mitigation grant award from Federal Emergency Management Agency in the amount of \$1,930,181 for the Isolation Valve Replacement Project.
 - (C) Authorize the General Manager, on behalf of the Sonoma Valley County Sanitation District, to accept a California Pre-Disaster Mitigation grant award from Federal Emergency Management Agency in the amount of \$75,000 for the preparation of a Local Hazard Mitigation Plan.
 - (D) Adopt a Resolution identifying the General Manager, and by delegation from the General Manager, the Chief Engineer or Assistant General Manager, as duly authorized representatives of the Sonoma County Water Agency or, as applicable, the Sonoma Valley County Sanitation District, to receive grant funding, to provide the assurances and agreements required by the funding agencies, and to execute any amendments to such assurances or agreements, provided the amendments have no cost to the Water Agency or the District and do not substantially change the scope of work. (2/3 vote required)

CONSENT CALENDAR (Continued)

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, and Rouse)

- 13. Proposition 84 Round 2 Grant –
 - (A) Authorize the Sonoma Valley County Sanitation District’s General Manager, or his designee, to execute a Local Project Sponsor Agreement with Association of Bay Area Governments for the receipt of Proposition 84 Integrated Regional Water Management grant funds in the amount of \$1,020,000 for the North Bay Water Reuse Program – Sonoma Valley County Sanitation District 5th Street East/McGill Road Recycled Water Project; prepare the necessary data, conduct investigations, execute and submit all documents which may be necessary under the grant program; execute and submit any further agreements and amendments necessary under the grant program, provided they have no cost to the Sonoma Valley County Sanitation District and do not substantially change the project.
 - (B) Authorize the Water Agency staff to negotiate the acquisition of easements on behalf of the Sonoma Valley County Sanitation District as required for construction of the 5th Street East Recycled Water Project, for the appraised value of the property rights.
 - (C) Authorize the General Manager to offer to reimburse property owners up to \$5,000 in cost for an independent appraisal of property rights and to reimburse the property owners reasonable cost upon receipt of the copy of the contracted appraisal in accordance with Code of Civil Procedure Section 1263.025.
 - (D) Authorize the General Manager to execute agreements to acquire the Property Rights on behalf of the District; to execute certificates of acceptance on behalf of the District; and to execute such other documents and take such other actions as are necessary to close the purchase transactions.(2/3 vote required) (First District)

**AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR/
GENERAL SERVICES/REGIONAL PARKS**

- 14. Authorize the sale of properties at 405 Horizon Way (APN 043-280-028) and 3399 Moorland Avenue (APN 043-280-027) located in Moorland Community for Public Use As a Park –
 - (A) Adopt a Resolution authorizing the sale of Tax Defaulted Property from ACTTC to the County of Sonoma, such sale to become effective following State review and public notice. (Fifth District)

BOARD OF SUPERVISORS

- 15. Approve the Updated Board Meeting Calendar for 2014.

COUNTY ADMINISTRATOR

- 16. Authorize the County Administrator to execute a Memorandum of Understanding with the Sonoma County Employees Retirement Association to provide for studies to be performed by the Association’s actuaries with a maximum County cost of \$40,000.

FIRE AND EMERGENCY SERVICES

- 17. Adopt a 30-day extension of the Resolution proclaiming an earthquake emergency in Sonoma County.

CONSENT CALENDAR (Continued)**GENERAL SERVICES**

18. Authorize the General Services Director to execute a Revocable License Agreement with West County Health Centers, Inc. for the use of a portion of the Occidental Community Center parking lot located at 3920 Bohemian Highway to accommodate storage of an emergency supplies trailer for a term of five years, 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. (Fifth District)
19. Amendments to Chapter 2 of the County Code, Leasing and Licensing of County Property –
 (A) Adopt a Resolution, reading the title, and waiving further reading of, and
 (B) Introduce for Adoption an Ordinance amending Article XVII of Chapter 2 of the County Code to re-authorize and expand delegation of authority for Department Heads to execute certain leases and licenses valued at less than \$10,000 per month and for a term of up to 10 years. Such leases are excluded from bidding requirements and may convey interest to other public agencies for up to one year. This ordinance shall be effective for a period not-to-exceed five years. (First Reading)

GENERAL SERVICES/ECONOMIC DEVELOPMENT BOARD

20. Lease expansion for Economic Development Board for the Creative Sonoma Arts Program, the Workforce Investment Board Business Services Program, and the Bilingual Business Assistance Program –
 (A) Authorize the Clerk to publish a notice declaring the Board's intention to execute a lease amendment with Hilltop Medical Center, LLC, successor-in-interest to Madalyn, LLC, for the Economic Development Board/Creative Sonoma Arts Program, the Workforce Investment Board Business Services Program, and the Bilingual Business Assistance Program, for approximately 1,747 sq. ft., in the building located at 141 Stony Circle, Santa Rosa, for an additional \$2,533 per month, or an additional \$20,265 per year, for a term to expire on October 31, 2017, with options to extend the term through October 31, 2021, concurrent with the existing lease.
 (B) Authorize the General Services Director to execute a letter-agreement with Hilltop Medical Center, 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 the County agrees to reimburse such costs, not to exceed \$5,500, if the proposed lease amendment is not executed by November 25, 2014.

GENERAL SERVICES/HEALTH SERVICES

21. Authorize the Chair to enter into the Agreement to Terminate Lease with Sutter West Bay Hospitals, a California nonprofit public corporation doing business as Sutter Medical Center of Santa Rosa as Tenant. (Third District)

CONSENT CALENDAR (Continued)

GENERAL SERVICES/SHERIFF

22. Authorize the General Services Director to execute the following agreements needed for installation and operation of communications improvements at the Moonraker Sea Ranch telecommunications site:
- (A) A license agreement between the County of Sonoma and GTE Mobilnet of California Limited Partnership, a California limited partnership doing business as Verizon Wireless, for installation and operation of communications equipment on a portion of the communications tower at the Moonraker Sea Ranch telecommunications site located at 33012 Timber Ridge Road, The Sea Ranch, Sonoma County, for an initial term of five years at an annual rental cost of \$14,400, with four extension options of five years each.
 - (B) After execution of the license agreement identified above, a ground lease between the County of Sonoma and The Sea Ranch Association, a California non-profit mutual benefit corporation, for installation and operation of communications improvements at the Moonraker Sea Ranch telecommunications site located at 33012 Timber Ridge Road, The Sea Ranch, Sonoma County, for an initial term of fifteen years at an annual rental cost of \$21,600, with two extension options of five years each.

HUMAN RESOURCES

AND

SONOMA COUNTY WATER AGENCY

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

AND

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

AND

COMMUNITY DEVELOPMENT COMMISSION

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

AND

NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT

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

23. Adopt a Concurrent Resolution amending Salary Resolution 95-0926, to incorporate administrative corrections.

CONSENT CALENDAR (Continued)

HUMAN RESOURCES
AND
SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

24. Miscellaneous Classification and Compensation Changes – Water Agency
- (A) Adopt a Concurrent Resolution amending the Memorandum of Understanding between the County and SEIU Local 1021, Appendix A – Salary Tables, updating and re-titling the classification specification of Water Agency Programs Specialist to Water Agency Programs Specialist II, and adopting and establishing job classifications and salaries for Water Agency Senior Programs Specialist, Water Agency Programs Specialist I, Water Agency Senior Environmental Specialist, Water Agency Environmental Specialist II, Water Agency Environmental Specialist I, Water Agency Resource Programs Technician II, and Water Agency Resource Programs Technician I, effective October 21, 2014.
- (B) Adopt a Concurrent Resolution amending the Salary Resolution 95-0926, Appendix A – Salary Tables, updating and re-titling the classification specification of Water Agency Division Manager - Environmental Resources to Water Agency Division Manager - Environmental Resources and Public Affairs, Water Agency Governmental Affairs Coordinator to Water Agency Governmental Affairs Manager, Environmental Resources Coordinator to Water Agency Environmental Resources Manager, and Water Agency Chief Engineer to Water Agency Chief Engineer/Director of Groundwater Management and adjusting the salary; adopting and establishing a job classification and salary for Water Agency Principal Environmental Specialist; and approving the updated classification specification of Water Agency Principal Program Specialist, effective October 21, 2014.
- (C) Adopt a Resolution amending the allocation list for the Sonoma County Water Agency to add 4.0 full-time equivalent Water Agency Principal Environmental Specialist, 4.0 full-time equivalent Water Agency Senior Programs Specialist, 7.0 full-time equivalent Water Agency Senior Environmental Specialist, 5.0 Full-Time Equivalent Water Agency Environmental Specialist II, and 4.0 full-time equivalent Water Agency Resource Programs Technician II, positions; and, pursuant to the Water Agency Personnel Policy, Section V, to reclassify and promote incumbents, in 4.0 full-time equivalent Principal Environmental Specialist classifications to Water Agency Principal Environmental Specialist, 5.75 full-time equivalent Senior Environmental Specialist classifications to Water Agency Senior Environmental Specialist, 2.0 full-time equivalent Environmental Specialist classifications to Water Agency Environmental Specialist II; and to delete 4.0 Full-Time Equivalent Principal Environmental Specialist, 9.75 full-time equivalent Senior Environmental Specialist, 3.0 Full-Time Equivalent Environmental Specialist, and 2.0 full-time equivalent Water Agency Public Information Officer allocations, effective October 21, 2014.

HUMAN SERVICES

25. Authorize the Director of Human Services to amend a service provider agreement from \$18,291 to \$28,291 for Fiscal Year 2014-15 with LPC Consulting Associates Inc., to deliver a Collective Impact Evaluation Report measuring the impacts of the HSD Child Abuse Prevention Services.

CONSENT CALENDAR (Continued)**MISCELLANEOUS**

26. Approve the Minutes of the Meeting of September 16, 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 September 16, 2014 for the Sonoma Valley County Sanitation District.

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

27. Authorize the Chair to execute acceptance of a Grant Deed of Protective Easement required in connection with previously approved Lot Line Adjustment and Minor Subdivision for the Dutton Ranch Family Partnership located at 8745 and 9050 Poplar Way, Sebastopol; APN 061-170-018, 077-140-046 and 077-140-047. (Fifth District)
28. Adopt a Resolution approving and accepting Parcel Map No. PLP 05-0002 for Sutter West Bay Hospitals, A California Nonprofit Public Benefit Corporation, and making findings in accordance with the Subdivision Map Act. (Fourth District)

PROBATION

29. Authorize the Chief Probation Officer to execute Amendment No. 1 to a Memorandum of Understanding with the City of Santa Police Department for reimbursement of costs associated with the Santa Rose Police Department Safe Streets Task Force Officer position. The amendment establishes a not to exceed reimbursement limit of \$94,762 for Fiscal Year 2014-15, and extends the term from June 30, 2014 to June 30, 2015.

TRANSPORTATION AND PUBLIC WORKS

30. Authorize the Chair to sign an agreement with HDR Engineering, Inc. for engineering design services for the King Ridge Road Bridge over Big Austin Creek in the amount of \$409,443, which includes a 10% contingency, with a term ending date of June 30, 2017. (Fifth District)
31. Authorize the Chair to execute and Adopt a Resolution regarding the Agreement for Landowner Fair Share Contributions to Future County Road Improvement Project with Sutter West Bay Hospitals for its fair share payment towards the future road improvements listed within Exhibit "A" to the Agreement. (Fourth District)
32. Adopt a Resolution authorizing the Director of Transportation and Public Works to execute the Agreement with the State of California, Department of Transportation, to provide maintenance of various improvements to Highway 12 from Agua Caliente Road to Boyes Boulevard as part of the State Route 12 Corridor Improvement Project Phase 2 Stage 2 (C08002). (First District)
33. Accept the bus shelter easement, and terms therein, offered by Sutter West Bay Hospitals to supplement an existing public sidewalk easement to allow for the installation, maintenance, repair, replacement and operation of a public bus shelter, together with an appurtenant electrical conduit easement. (Fourth District)

CONSENT CALENDAR (Continued)**TRANSPORTATION AND PUBLIC WORKS**

34. Approve and Adopt a Resolution authorizing the Airport Manager to execute the following agreements for activities upon the Airport: (1) month-to-month leases and/or licenses for Airport property on approved terms; (2) operating agreements for commercial aeronautical activity at the Airport on a month-to-month basis or up to a twelve month term; (3) operational agreements with governmental entities regarding the safe and efficient operation of the Airport not requiring expenditure of County funds; and (4) concession agreements on a month-to-month basis or up to an eighteen-month term for goods and services to be provided at the Airport. (4/5 vote required) (Fourth District)
35. Authorize the Chair to execute the agreement with Sutter Santa Rosa Regional Hospital to allow its employees to use their employee identification card as a Sonoma County Transit pass. This agreement requires Sutter Santa Rosa Regional Hospital to reimburse Sonoma County Transit the equivalent of a two-zone adult fare for each employee trip taken. (Fourth District)
36. Authorize the Chair to approve and execute Amendment #1 to the LSA Associates, Inc. Agreement increasing the amount by \$72,323 for a total cost of \$884,933 and a term ending December 31, 2015 for mitigation compliance services related to the Runway Safety Area Project. (4/5 vote required) (Fourth District)

APPOINTMENTS/REAPPOINTMENTS

(Items 37 - 42)

37. Approve the appointment of Vicky Kumpfer to the Art Advisory Committee for a term of three years, beginning October 21, 2014 through October 21, 2017. (Third District)
38. Approve the appointment of Steve Klick to the Windsor Fire Protection District Board for a term of four years, beginning October 1, 2014 through September 30, 2018. (Fourth District)
39. Approve the reappointment of Jim Kokalis to the Monte Rio Fire Protection District for a term of four years, beginning December 5, 2014 through December 7, 2018. (Fifth District)
40. Approve the appointment of Louis Ganzler to the Commission on Human Rights for a term of two years, beginning October 21, 2014 through October 21, 2016. (First District)
41. Adopt a Resolution appointing the Assistant Treasurer-Tax Collector and Investment Debt Manager as members to the California County Tobacco Securitization Agency, a Joint Powers Authority, to serve at the pleasure of the Board. (Auditor-Controller-Treasurer-Tax Collector)
42. Restructuring and Appointments to the Youth Council –
 (A) Restructure the Youth Council to add one new Job Corps seat.
 (B) Appoint Oscar Guajardo to the Youth Council for a term of one year, beginning October 21, 2014 through October 21, 2015.
 (C) Appoint Clearnise Bullard to the Youth Council for a term of one year, beginning October 21, 2014 through October 21, 2015. (Human Services)

IV. REGULAR CALENDAR

(Items 43 through 47)

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

AND

BOARD OF SUPERVISORS/REGIONAL PARKS

43. Adopt Resolutions of the Board of Supervisors and the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, taking the necessary actions for the County to acquire the Curreri Property in fee, and for the District to concurrently acquire a conservation easement and recreation covenant. (4/5 vote required) (First District)

GENERAL SERVICES

44. Establish the Sonoma County Property Assessed Clean Energy (PACE) Financing Marketplace to allow property owners in the unincorporated area of Sonoma County to participate in additional financing programs for water and energy efficiency upgrades and the installation of renewable energy by:
- (A) Authorizing the Director of General Services to execute Agreements for Collaborative Services between the County and CaliforniaFIRST and California HERO to provide PACE financing options to County property owners;
 - (B) Approving an amendment to the Western Riverside Council of Governments Joint Powers Agreement and authorizing the Chair to execute such amendment to add the County of Sonoma as an Associate Member in order to authorize the County's participation in the California HERO Program; and
 - (C) Adopting the required resolutions allowing residents in the unincorporated areas of Sonoma County to participate in the CaliforniaFIRST and California HERO PACE financing products made available through the Financing Marketplace.
 - a. Resolution of The Board of Supervisors of The County of Sonoma, State Of California, consenting to inclusion of properties within the County's unincorporated area in the California HERO Program to finance distributed generation renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure and approving the amendment to a certain joint powers agreement related thereto; and
 - b. Resolution of the Board of Supervisors of the County of Sonoma, State Of California, authorizing the County of Sonoma to join the CaliforniaFIRST Program; Authorizing the California Statewide Communities Development Authority to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the unincorporated territory of the county; and Authorizing related actions.

REGULAR CALENDAR (Continued)

HUMAN SERVICES

45. Unmet Needs 2.0 –
- (A) Accept the report entitled Strengthening Community Connections, the 2014 Unmet Needs Challenge.
 - (B) Adopt a Resolution adjusting the Fiscal Year 2014-15 budget to recognize unanticipated revenues/reimbursements and increase expenditure appropriations due to increased state and federal funding allocations.
 - (C) Adopt a Resolution amending the Human Service Department's position allocation list, increasing full-time equivalent positions associated with increased funding allocations by 25.0 FTEs effective November 1, 2014 and 60.5 FTEs effective January 1, 2015. (4/5 vote required)

BOARD OF SUPERVISORS

46. Authorize the Board to waive day use fees of \$7 per vehicle for eligible military personnel and dependents for Veterans Day weekend, starting on Friday, November 7, 2014 through Monday, November 10, 2014. (Regional Parks/Human Services)
47. Authorize Board sponsorship in the amount of \$2,500 for the Operation Access medical volunteers event "Healthy Spirits – A Celebration of Operation Access Medical Volunteers" on December 9, 2014. (Third District)

V. CLOSED SESSION CALENDAR

(Items 48 through 51)

48. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Friends of Lafferty Park, et al, v. County of Sonoma, et al., Sonoma County Superior Court Case No. SCV-253148
49. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Estate of Andy Lopez, by and through successors in interest, Rodrigo Lopez and Sujay Cruz, and Rodrigo Lopez and Sujay Cruz, individually, vs. Erick Gelhaus, County of Sonoma, Does 1 through 10, inclusive. (Gov't. Code Section 54956.9(d)(1)).
50. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation – Economic Development Board Director. (Gov't. Code Section 54957(b)(1)).
51. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation – Regional Parks Director. (Gov't. Code Section 54957(b)(1)).

VI. REGULAR AFTERNOON CALENDAR

(Items 52 through 56)

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

52. Report on Closed Session.
53. **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.)
54. 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

COUNTY ADMINISTRATOR

55. Status Report from the Community and Local Law Enforcement Task Force.

56. **ADJOURNMENTS**

NOTE: The next regular meeting will be held on October 28, 2014.

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

1. December 2nd (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 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt, 707/565-2241

Supervisorial District(s):

Second District

Title: Gold Resolution

Recommended Actions:

Resolution of the Board of Supervisors Proclaiming October 22-31, 2014 as Red Ribbon Week in Sonoma County with the Theme "Love Yourself, Be Drug Free"

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	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

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



County of Sonoma
State of California

Date: October 21, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Proclaiming October 22 -31, 2014 as Red Ribbon Week in Sonoma County with the Theme
“Love Yourself, Be Drug Free”**

Whereas, Alcohol and other drug abuse in this nation has reached epidemic stages; and

Whereas, It is imperative that visible, unified prevention education efforts by community members be launched to eliminate the demand for drugs; and

Whereas, the McDowell Drug Task force joins with the National Family Partnership (NFP) in sponsoring celebrating the Red Ribbon Celebration which is the largest drug prevention program in the nation reaching millions of young people during Red Ribbon Week; and

Whereas, The National Red Ribbon Campaign will be celebrated in every community in America during Red Ribbon Week with a theme this year of “Love Yourself, Be Drug Free”; and

Whereas, Business, government, parents, law enforcement, media, medical, religious institutions, schools, senior citizens, service organizations and youth will demonstrate their commitment to healthy drug-free lifestyles by wearing and displaying Red Ribbons during this week long campaign.

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors proclaims October 22 -31, 2014 as Red Ribbon Week in Sonoma County with the theme of “Love Yourself, Be Drug Free” thanks the McDowell Drug Task Force for its longstanding work and further, encourages participation in drug prevention education activities throughout Sonoma County.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisorial District(s):

Mike McGuire, 565-3758

Fourth

Title: Certificates.

Recommended Actions:

Present certificates of appreciation to the sponsors of the 2014 Schulz Celebrity Golf Classic, which raised \$750,000 to benefit Sonoma County Children's Charities.

Executive Summary:

Prior Board Actions:

Board recognizes sponsors of the Schulz Celebrity Golf Classic every fall.

Strategic Plan Alignment: Goal 3: Invest in the Future

Fiscal Summary - FY 14-15

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

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:

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



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: October 21, 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

Title: Gold Resolution

Recommended Actions:

Approve a gold resolution recognizing Gail Ahlas for her numerous contributions to the Roseland community through her twenty years of pioneering service to the Roseland School District. (Fifth District)

Executive Summary:

Prior Board Actions:

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

Fiscal Summary - FY 14-15

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

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

--

Attachments:

Gold resolution.

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

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County of Sonoma

State of California

Date: October 21, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Commending Gail Ahlas Andrade On Her Many Contributions To Roseland Families And
Students During Her Tenure With The Roseland School District**

Whereas, Gail Ahlas Andrade served the community of Roseland and the Roseland School District for twenty years as Principal for Sheppard Accelerated Elementary School and then as Superintendent; and

Whereas, Gail transformed the school district environment into a collaborative, student centered educational experience, first through creating an Accelerated School which became a National Accelerated School Demonstration site, and then founding Roseland University Prep, Roseland Accelerated Middle School, Roseland Collegiate Prep, and Roseland Creek Elementary – all of which serve to inspire students to dream big and achieve a college education; and

Whereas, with waiting lists for enrollment, Roseland schools have a 96% graduation rate with 96% of graduates planning to attend college – in 2014, 100% of Roseland University Prep students were AVID students with 100% completing their FAFSA or Dream Act; and

Whereas, Five years after she was hired as principal at Sheppard Elementary School, Gail Andrade Ahlas was honored by former President Bill Clinton at the White House where the school earned a National Blue Ribbon Award; and

Whereas, under her direction, Roseland Schools and Superintendent Ahlas received many awards including California Distinguished School, Elementary Principal of the Year, School Administrator of the Year – twice, Sonoma County Program Excellence Award – thrice, and was featured in the Top 100 Schools in US News and World Report 2010, and KRCB Stories of Champions.

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma commends Gail Andrade Ahlas on her contributions and achievements as an educator, innovative leader, and dynamic Superintendent for the Roseland School District and offers our heartfelt congratulations on the occasion of her retirement.

Resolution #

Date:

Page 2

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

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): Human Services

Staff Name and Phone Number:

Sherry Alderman – 707-565-8501

Supervisorial District(s):

All

Title: Gold Resolution for Sonoma County Youth Ecology Corps Funders and Partners

Recommended Actions:

Adopt a Gold Resolution recognizing the funders and partners who support the Sonoma County Youth Ecology Corps.

Executive Summary:

The Sonoma County Youth Ecology Corps (SCYEC) is a jobs, workforce training and ecosystem education program aimed at employing youth and young adults while teaching them about environmental stewardship. Through SCYEC youth and young adults not only receive paychecks, but they are exposed to valuable work experience, environmental education, and get the opportunity to contribute to their community through ongoing outdoor experiences. A diverse group of county and non-county agencies support the SCYEC program. A Gold Resolution is being requested to recognize the program funders and partners. Funders include Sonoma County Human Services Department, Sonoma County Workforce Investment Board, Sonoma County Water Agency District, Agriculture and Open Space District, Sonoma County Fire Services, Sonoma County Regional Parks, Sonoma County District Attorney's Office, Sonoma County Fair, City of Santa Rosa-Mayor's Gang Prevention Task Force, US Army Corps of Engineers, Redwood Credit Union, Sebastopol Sunrise Rotary Club, Vintners Association and Kaiser Permanente.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

SCYEC helps develop youth so that they can be prepared and well trained to enter the workforce.

Fiscal Summary - FY 14-15

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

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:

Resolution

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

None



County of Sonoma

State of California

Date: October 21, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Recognizing the Funders And Partners Who Support
The Sonoma County Youth Ecology Corps**

Whereas, the Sonoma County Youth Ecology Corps was launched in 2009 with funds provided by the Federal American Recovery and Reinvestment Act in order to provide Sonoma County youth and young adults with summer employment opportunities.

Whereas, a partnership, made up of County agencies, funders, partners, community-based organizations, project hosts and contracted service providers was developed in order to grow and sustain the Sonoma County Youth Ecology Corps as an ongoing program.

Whereas, the Sonoma County Youth Ecology Corps is a workforce training and ecosystem education program that provides youth and young adults with paid work experience and instruction on environmental stewardship while providing benefit to the community through the completion of environmental and conservation-related projects

Whereas, the 2014 Sonoma County Youth Ecology Corps provided over 180 young people with paid work experience, environmental education, career development and financial literacy training.

Whereas, the 2014 Sonoma County Youth Ecology Corps was funded by the Sonoma County Human Services Department, Sonoma County Workforce Investment Board, Sonoma County Water Agency District, Agriculture and Open Space District, Sonoma County Fire Services, Sonoma County Regional Parks, Sonoma County District Attorney's Office, Sonoma County Fair, City of Santa Rosa-Mayor's Gang Prevention Task Force, US Army Corps of Engineers, Redwood Credit Union, Sebastopol Sunrise Rotary Club, Vintners Association and Kaiser Permanente.

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors honors Sonoma County Youth Ecology Corps partners and funders for their commitment to the youth of Sonoma County and thank them for their support.

Resolution #

Date:

Page 2

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 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt, 707/565-2241

Supervisorial District(s):

Second District

Title: Gold Resolution

Recommended Actions:

Resolution of the Board of Supervisors Acknowledging and Congratulating the Jewish Community of Petaluma, California, on the Occasion of their Sesquicentennial Anniversary

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	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

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



County of Sonoma
State of California

Date: October 21, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Acknowledging and Congratulating the Jewish Community of Petaluma, California, on the
Occasion of their Sesquicentennial Anniversary**

Whereas, the Jewish Community of Petaluma has been a significant presence in all aspects of the cultural, agricultural and commercial life and development of Petaluma, California for more than one hundred and fifty years; and

Whereas, there exist recorded minutes of board meetings for Congregation Society B'nai Israel, dated October of 1864; and

Whereas, the State of California recognized Congregation Society B'nai Israel as a corporation under state laws in 1871; and

Whereas, the Congregation Society B'nai Israel is the oldest Jewish congregation between San Francisco and the Oregon border; and

Whereas, the current building of B'nai Israel Jewish Center was dedicated in August 1925;

Now, Therefore, Be It Resolved that the Board of Supervisors does acknowledge and congratulate the Jewish Community of Petaluma on the occasion of their sesquicentennial anniversary; and

Be It Further Resolved that on this special occasion, the Board of Supervisors does hereby also acknowledge the contributions and vibrancy of the Petaluma Jewish Community over these many years and joins them in celebrating their sesquicentennial anniversary.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Agenda Item Forthcoming





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 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt, 707/565-2241

Supervisorial District(s):

Second District

Title: Gold Resolution

Recommended Actions:

Resolution Honoring and Commending the North Bay Children's Center on the Occasion of its 25th Anniversary

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	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

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



County of Sonoma
State of California

Date: October 21, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Honoring and Commending the North Bay Children’s Center on the Occasion of its
25th Anniversary Celebration**

Whereas, the North Bay Children’s Center (NBCC) opened its doors in 1988 to become the first child care program in Northern Marin to serve low income infants and toddlers, enabling parents to return to the workforce; and over the past twenty five years NBCC has doubled its programs through expansion into Sonoma County now serving more than 370 children from six-weeks-old through age twelve; and

Whereas, NBCC is widely recognized as a leader in early care and education and well known in Marin and Sonoma County for establishing proven, early childhood education programs that focus on school-readiness and foster health and wellness for families across the income spectrum; and

Whereas, NBCC;’s innovative programs and alignment with elementary school partners in Petaluma and Santa Rosa puts them at the forefront of a movement sweeping the country to expand early learning opportunities for children from birth to five years; and

Whereas, NBCC engages parents as school partners early on in their child’s education to build the family system as the foundation for academic success; and

Whereas, NBCC took a lead role in combating childhood obesity in 2004 by establishing its award-winning Garden of Eatin’ nutrition education program that incorporates health and wellness into its daily curriculum; using evidence based strategies with measurable outcomes, NBCC has created a “culture of health” within its school community by providing staff, children and families with tools and experiences that support nutritious food choices and active lifestyles.

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors honors and comments the North Bay Children’s Center on the occasion of its 25th anniversary, and further, thanks them for bringing 25 years of extraordinary service to Sonoma County providing access to high quality early education services to hundreds of children.

Resolution #

Date:

Page 2

Be It Further Resolved

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
Agenda Item
Summary Report

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

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

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

Board Agenda Date: October 21, 2014

Vote Requirement: Unanimous

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

Staff Name and Phone Number:

Stuart Martin, 565-7362

Supervisorial District(s):

4

Title: Fitch Mountain Acquisition Update

Recommended Actions:

Adopt Resolution making certain findings and (1) approving the phased acquisition of fee title to certain property on Fitch Mountain for transfer to the City of Healdsburg subject to a conservation easement and recreation conservation covenant held by the District; (2) authorizing an exchange of conservation easement interests pursuant to Public Resources Code section 5540.5 to facilitate the acquisition; (3) authorizing the amendment of an existing conservation easement on the property; (4) authorizing the President of the Board to execute all documents to be recorded in connection with the acquisition, easement exchange, and easement amendment; (5) delegating authority to the District's General Manager to take all necessary and appropriate action to complete the transaction; and (6) dedicating the conservation easement to open space purposes pursuant to Public Resources Code section 5540.

Executive Summary:

Project Summary

The District purchased a pair of Forever Wild Easements (jointly, the "Original Easement") over 130-acres of Fitch Mountain in September 1994 from Zelma Ratchford and the Ratchford Trust. Purchasing the fee interest for a park was anticipated when the District purchased the Original Easement and the District has made multiple attempts to acquire the property since that time. In 2003, the current owner, F.R.A.N.C.E.Z., LLC, purchased the 198.7 acre portion of the Ratchford property that is at issue in this agenda item ("Property").

On December 11, 2012, the Board of Directors authorized the purchase of the Property from F.R.A.N.C.E.Z. L.L.C. ("Seller") for public access and preservation of the Property's natural resources and scenic values. As part of the Board's December 2012 action, the Board approved a Transfer Agreement with the City of Healdsburg, pursuant to which the fee interest in the Property will be held by the City of Healdsburg ("City") and the District will hold a

conservation easement over the entirety of the property to protect the scenic and natural resources while allowing for low-intensity outdoor public recreation. The District will also hold a recreation conservation covenant over the entirety of the property to ensure it is open to the public for low-intensity recreational purposes in perpetuity.

Revised Project Structure

The purchase agreement approved by your Board in December 2012 contemplated acquisition of the entirety of the Property in a single closing, which was to occur in May 2013. A survey performed by the District in early 2013 revealed the existence of 23 encroachments on the Property. The encroachments ranged from gardens and brush removal to structural improvements. Some of the encroachments affect land subject to the Original Easement, which prohibits such uses of the Property. For liability reasons, the City will not accept fee title to any portion of the Property with encroachments, nor will the City accept the Property with pending easement violations. The District shares the City's concerns and desires to resolve the easement violations without resorting to litigation. After extensive negotiations with the Seller in 2013 and 2014, District staff have secured a new purchase agreement with the Seller which addresses these matters by accomplishing the acquisition in two phases. (See attached "Two-Phase Project" map.) That agreement was executed by the General Manager on September 17, 2014 pursuant to his authority under Resolution No. 01-0087.

Two Phase Acquisition

Under the first phase (Phase 1), the majority of the Property (172.92 acres) will be conveyed to the City for a purchase price of \$1,520,484. The Phase 1 parcels are all that is needed for park development purposes and they suffer only three encroachments, which are required to be resolved prior to the Phase 1 closing. As part of Phase 1, the City will also be granted a road and utility easement from the end of Hilltop Drive through the Phase 2 parcels to access the Phase 1 parcels. This easement ensures that there will be legal access to the Phase 1 Property from the eastern side.

The second phase (Phase 2) consists of 25.75 acres for a total purchase price of \$279,516. The Seller has until June of 2016 to resolve the numerous encroachments on these parcels. If the Seller resolves the encroachments, and all other conditions to closing are satisfied, then those parcels will be purchased according to prices established in the current purchase agreement and conveyed together to the City in a second closing. The parcels that remain subject to encroachments or are otherwise unacceptable to the City will not be purchased. The District's conservation easement and recreation conservation covenant will be amended at the Phase 2 closing to include any additional acreage acquired by the City at that time.

Conservation Easement Exchange

In order to resolve the easement violations caused by the encroachments, the District proposes to release the land subject to the encroachments from the Original Easement in exchange for an equivalent easement interest

on another portion of the Seller's Property. The proposed exchange would remove approximately 3.9 acres of land from the Original Easement in exchange for approximately 3.9 acres in another location. (See attached "Easement Exchange" map.) Both of the areas proposed for exchange were appraised at \$5,000 per acre. The areas have the same market value because they have the same RRD-B8 zoning, are smaller than the minimum lot size (so they cannot be subdivided), and neither area can host a home site. In addition to their market value equivalence, the proposed exchange areas are of comparable conservation value because of similar topography, vegetation, and wildlife habitat. Therefore, the exchange is a like-for-like substitution. As a result of these factors, the proposed exchange is permissible under Public Resources Code section 5540.5, which allows the District's Board to exchange an interest in real property which has been dedicated and used for park or open-space purposes, or both, for an interest in real property that the Board determines, by a unanimous vote, to be of equal or greater value and necessary for park or open-space purposes, or both.

Easement Amendment and Replacement

The Original Easement only covers a 130-acre portion of the acquisition. The District is amending and replacing the original conservation easement so that the entirety of the property acquired through this transaction (from 172.92 acres up to 198.7 acres) is subject to a single, more modern easement. Not only does the new easement language provide greater clarity and specificity about the resources to be protected, it is also more restrictive than the old easement language. Examples of this include (1) all park development is limited to no more than 10% of the easement area; (2) the height of all structures or improvements is limited to less than 18 feet; and (3) impervious surfaces may not exceed 0.5 acres of the Property. No such limitations were included in the provisions of the Original Easement. Finally, the new conservation easement language modernizes and clarifies the intent of the easement which improves administration and enforcement by District stewardship staff.

The District's Easement Amendment Policy is found in the Stewardship Manual (on file with Clerk) approved by the Board of Directors on July 19, 2005 (Board Action #32). Procedure 7 requires that the Board approve easement amendments only after making all of the following findings:

- a) The amendment is clearly consistent with the conservation purpose of the conservation easement.
- b) The amendment enhances and otherwise does not impair the conservation values of the land subject to the conservation easement.
- c) The amendment does not undermine the perpetual nature of the conservation easement.
- d) The amendment is not precluded by the conservation easement or by state or federal law.
- e) The amendment does not reconvey any interest in land that has been expressly

extinguished by the conservation easement.

f) The amendment is the minimum change necessary to satisfy the purpose of the amendment.

g) The amendment is consistent with the District's Acquisition Plan and other applicable District policies in effect at the time of the proposed amendment.

h) The amendment is consistent with all applicable land use and zoning regulations.

i) The amendment incorporates, to the maximum extent practical and legally permissible, the language used by the District in its then-current conservation easements.

j) The amendment increases or has no effect on the appraised value of the conservation easement.

The Board of Directors must also ensure that the proposed amendment is allowable under Public Resources Code Section 5540 *et seq.* The proposed resolution demonstrates support for these findings and secures the Board's approval of the proposed easement amendment.

Appraisals & Fiscal Oversight Commission Approval

A full narrative appraisal was completed by Dana Burwell with a valuation date of December 10, 2010, which concluded that the fair market value of the entire Property is \$1,800,000. The December 2010 appraisal has since been updated to reflect the two-phase project structure now contemplated. Specifically, Mr. Burwell was asked to arrive at a value for the individual Phase 2 parcels while retaining the \$1.8 million value for the entirety of the property. The appraiser used the same methodology as in the original appraisal, and added each Phase 2 parcel one at a time to the Phase 1 value to derive the separate value for each individual Phase 2 parcel. Each of these appraisals was an addendum to the original appraisal, and used the original date of value.

Based on this appraisal work, the purchase price of the Phase 1 and Phase 2 lots are as follows:

Phase 1: 172.92 acres = **\$1,520,484**

Phase 2: APN 087-110-012 = \$28,516 (pro-rated value for 3.65 acres; will be merged with APN 087-110-011 prior to Phase 1 closing)

APN 087-110-011 (11.4 acres) = \$150,000

APN 087-110-008 (6.5 acres) = \$80,000

APN 087-191-022, 087-181-025, 024, 087-171-026 & 025 (4.2 acres) = \$21,000

Total: \$1,800,000

On October 2, 2014, the District's Fiscal Oversight Commission reviewed the proposed transaction and concluded that (1) the fair market value of the easement interest to be conveyed by the District pursuant to the proposed exchange is equal to or less than the fair market value of the easement interest to be received by the District pursuant to that exchange and (2) the proposed purchase price for the Property does not exceed the fair market value of the interests being acquired by the District in each phase of the transaction.

Amendment to Transfer Agreement

The Transfer Agreement with the City of Healdsburg must be amended to reflect the proposed restructuring of the acquisition. Under the proposed amendment, the City will accept the Phase 1 and Phase 2 properties at two separate closings, subject to all of the same conditions of the original agreement. The amendment also accomplishes various technical revisions to the original agreement resulting from the potential for two closings, such as the need to revise the legal descriptions of the Property subject to the District's conservation easement and recreation covenant to include only those portions of the Property that will be acquired in each phase of the transaction. The amendment makes no change to the agreed-upon forms for the conservation easement or recreation covenant to be retained by the District, except it does update acreage-specific clauses to reconcile the documents with the phasing of the acquisition. The amendment also makes no change to the District's original \$250,000 funding commitment to the City to support operations, maintenance, trail planning, and resource management for the Property during the first three years.

Conformance with Adopted Plans

2020 Sonoma County General Plan

The Project conforms to the Sonoma County General Plan 2020. Applicable goals and policies in the Open Space and Resource Conservation Element and Land Use Element include:

- GOAL OSRC-3: Identify and preserve roadside landscapes that have a high visual quality as they contribute to the living environment of local residents and to the County's tourism economy.
- GOAL OSRC-6: Preserve the unique rural and natural character of Sonoma County for residents, businesses, visitors and future generations.
- GOAL OSRC-7.1: Identify and protect native vegetation and wildlife, particularly occurrences of special status species, wetlands, sensitive natural communities, woodlands, and areas of essential habitat connectivity.
- Policy LU-11f: Encourage conservation of undeveloped land, open space, and agricultural lands, protection of water and soil quality, restoration of ecosystems, and minimization or elimination of the disruption of existing natural ecosystems and flood plains.

District Expenditure Plan

The project is consistent with the District's Expenditure Plan, specifically the purchase of fee interests for outdoor public recreation where the public use would not be inconsistent with open space designations such as protecting areas of biotic significance, including woodlands and forests, and wildlife habitat corridors.

District Connecting Communities and the Land

The project's primary categorization is in the Recreation and Education category of the District's acquisition plan. The project also furthers objectives and policies in the Water, Wildlife and Natural Areas category. Specifically, the project:

- Partners to establish and expand parks and preserves that protect Sonoma County's unique natural habitats, scenic areas, and other open space values of regional importance.
- Partners to acquire, develop and manage lands for new parks, trails, and preserves.
- Protects lands with diverse plant communities that support multiple wildlife species; lands with large, unfragmented oak woodland and forest areas; and key habitat linkages.

District Three-Year Work Plan

The project is consistent with the guiding principles in the work plan, specifically protecting highest priority lands, and partnering and collaborating to realize the District's mission. The project is also consistent with the strategies identified in the work plan, as it maintains the focus on acquisition and stewardship of conservation easements as the primary tool for protection and expands focus on leveraging District revenues. The work plan anticipates spending up to \$19,450,000 on acquisition projects over a three year period.

Escrow/Closing

Closing is scheduled to occur on or before November 17, 2014.

California Environmental Quality Act (C.E.Q.A.)

The District General Manager posted a notice of exemption on December 11, 2012 pursuant to Board direction embodied in Resolution No. 12-0590, which found this project is Categorical Exempt from C.E.Q.A pursuant to State Guidelines 15313, 15316(a) (transfer of ownership of land in order to create parks), 15317 (acceptance of open space easements or fee interests to maintain open space), and/or 15325(a),(c) and (f) (transfer land ownership in order to preserve existing natural conditions, to allow restoration of natural conditions and to preserve open space or lands for park purposes).

Prior Board Actions:

On August 30, 1994, by Resolution #94-1258, the Board of Directors authorized acquisition of a conservation easement over a portion of the property.

On December 11, 2012, by Resolution #12-0590, the Board of Directors authorized the purchase of the property, including related due diligence costs, and an agreement with the City of Healdsburg.

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

This acquisition will protect land for scenic views, clear air and clean water, and provide public access for improved health and quality of life.

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$1,800,000	Select an item.	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 1,800,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$1,800,000	Total Sources	\$ 1,800,000

Narrative Explanation of Fiscal Impacts (If Required):

This cost is allocated in the District's FY 12-13 budget.

Staffing Impacts

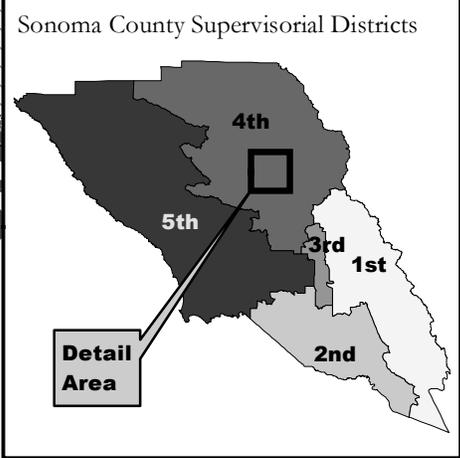
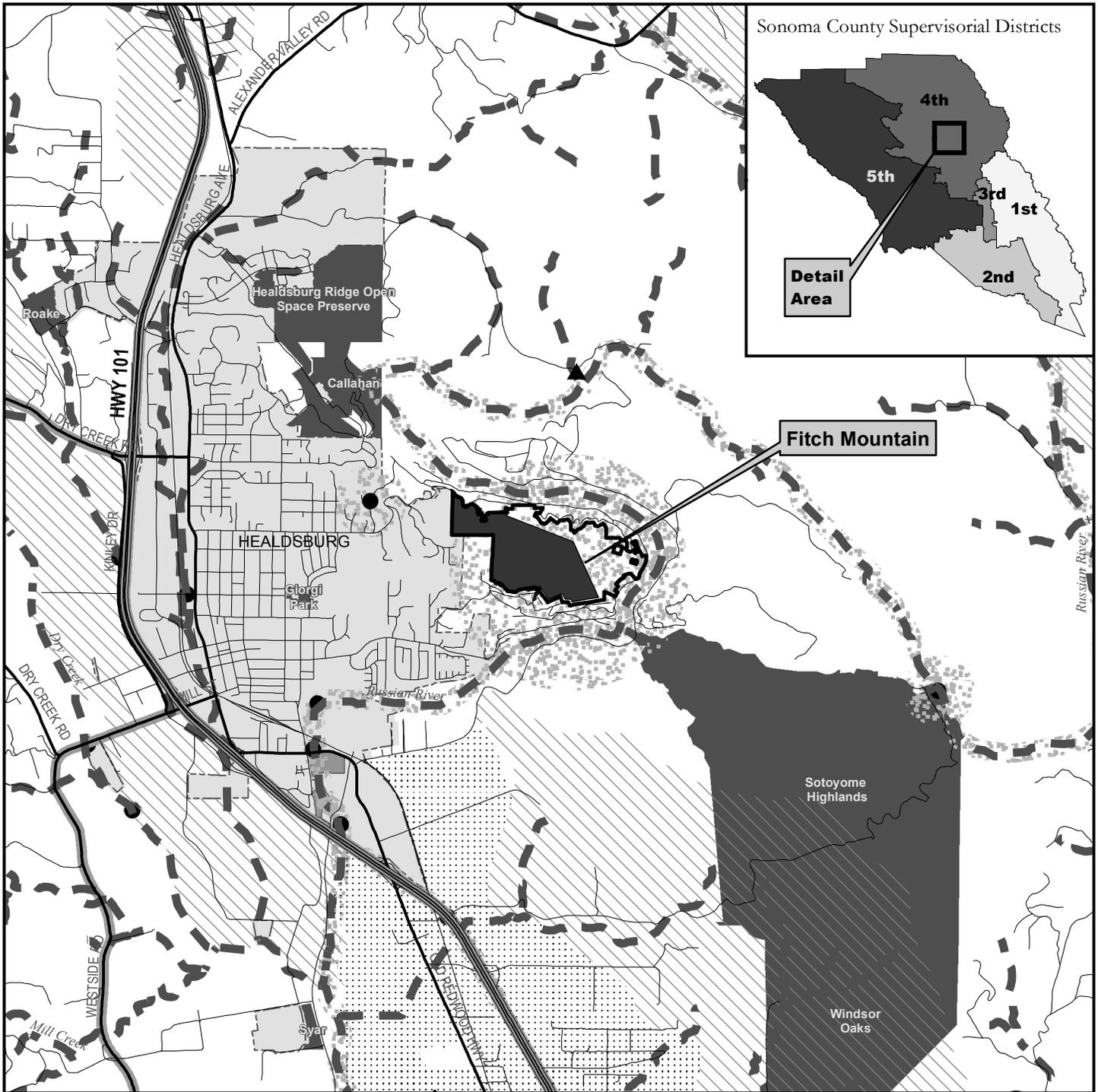
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

1. General Plan Map
2. 2 Phase Project Map
3. CE exchange Map
4. Resolution No. 12-0590
5. 1st Amended Purchase Agreement
6. Amendment to Fitch Mt. Transfer Agreement
- 7.a. and b. Original Conservation Easements
8. New Conservation Easement
9. Easement Amendment Policy
10. Appraisal dated December ,2010
- 11.a.,b., & c. Appraisal addendums
12. Board Resolution

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



Fitch Mountain

Fitch Mountain

LOCATION / GENERAL PLAN MAP

0 2,000 4,000 Feet



Map Date: 2/14/2012
 Sources: Sonoma County GIS Group;
 Sonoma County General Plan 2020,
 Open Space and Resource
 Conservation Element.
 Note: This map is for illustrative
 purposes only. It is not intended to be
 a definitive property description.



SONOMA COUNTY
 AGRICULTURAL PRESERVATION
 AND OPEN SPACE DISTRICT

Open Space and Resource Conservation Element

SCENIC RESOURCES

- Community Separator
- Scenic Landscape Unit
- Scenic Corridor

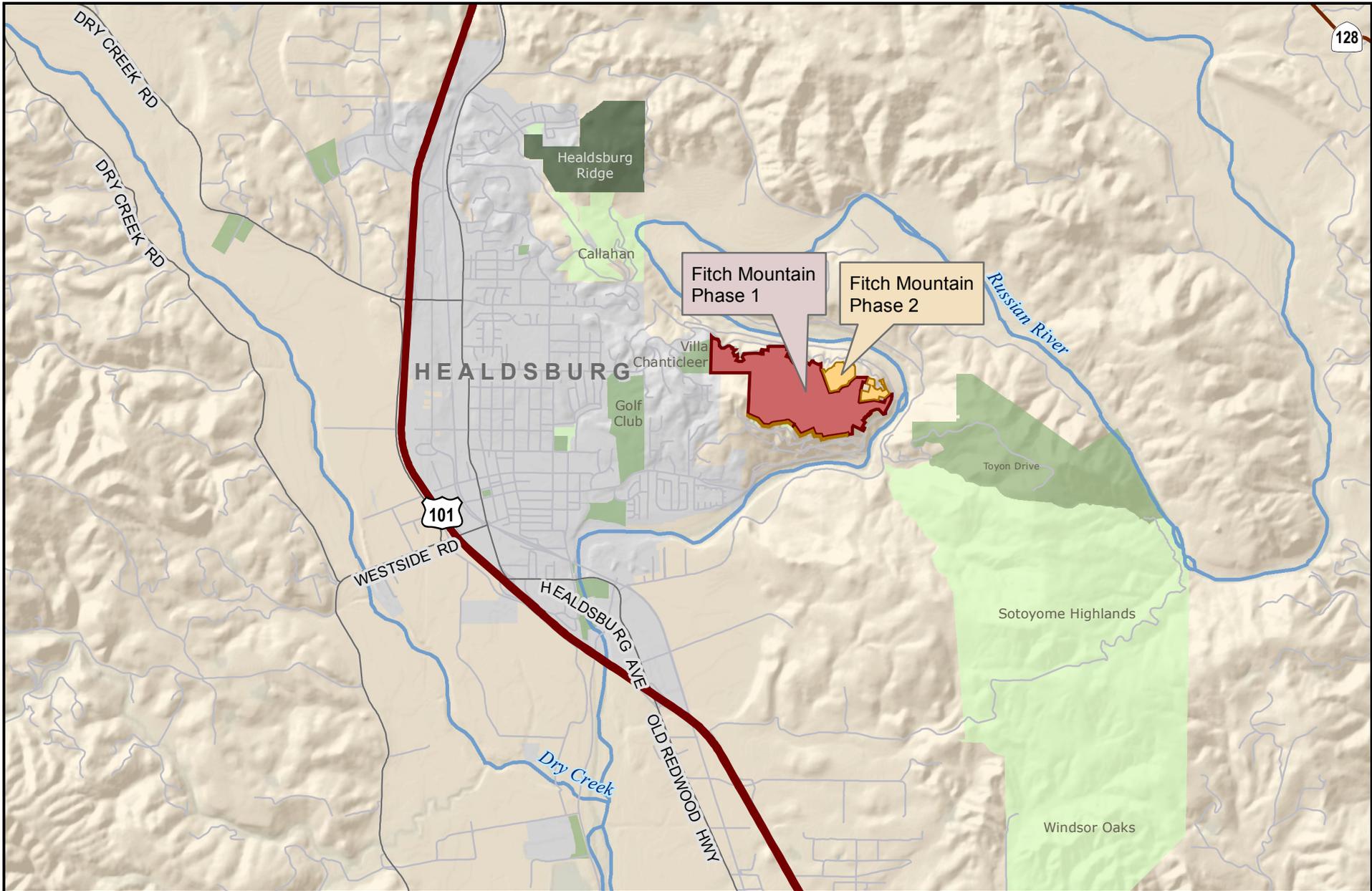
OUTDOOR RECREATION

- Planned Future Park
- Fitch Mountain Property
- Incorporated City Land
- District Holding
- Public Land

BIOTIC RESOURCES

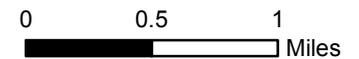
- Special Status Species
- Special Status Species Habitat
- Marshes and Wetlands *
- Critical Habitat Area *
- Habitat Connectivity Corridor
- Riparian Corridor

* Not on this map.

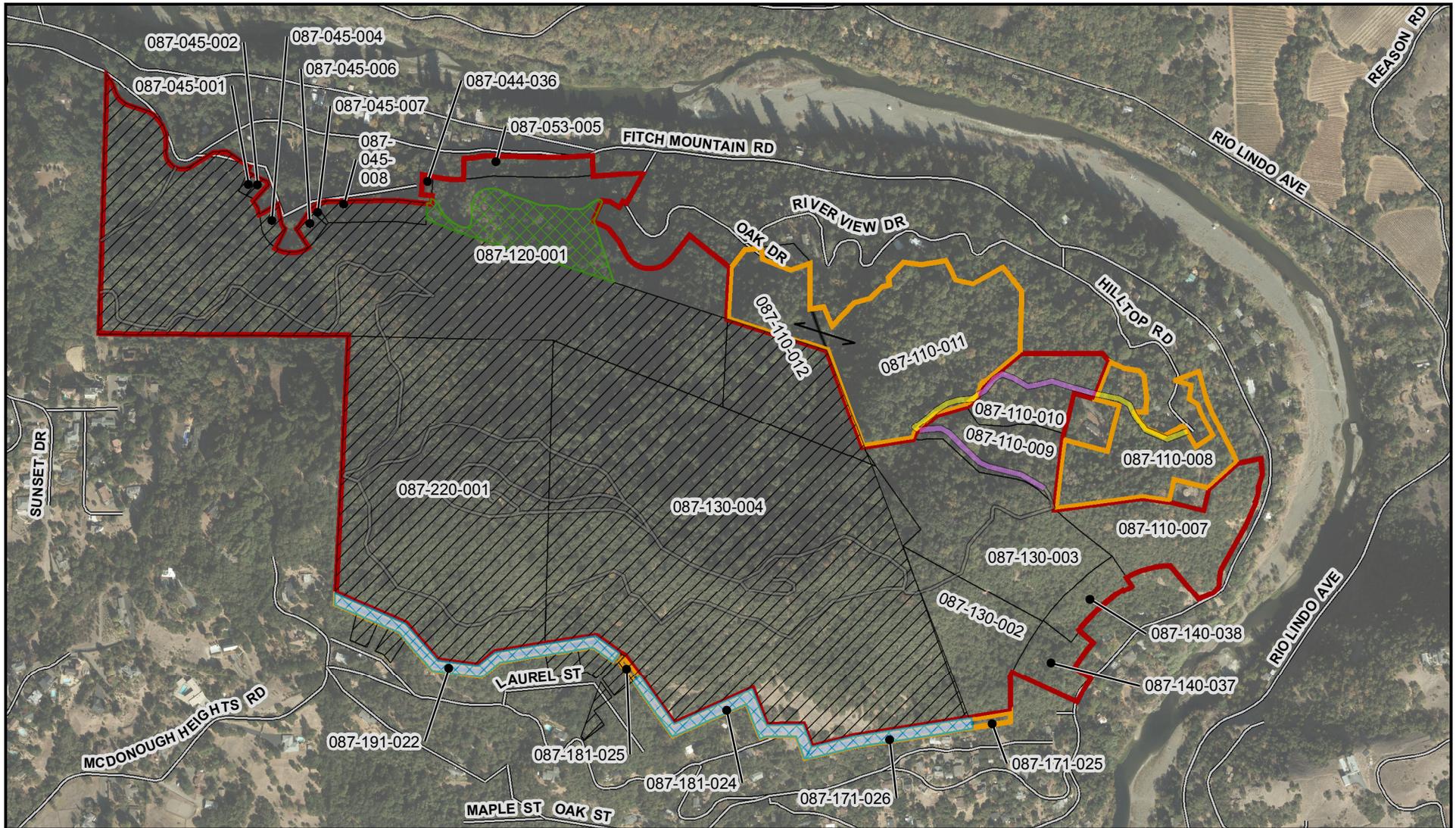


Fitch Mountain Acquisition Two Phase Project Location Map

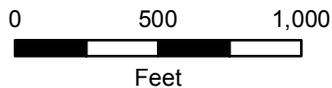
- District Fee Title
- District Conservation Easement
- Other Public and Protected Land



Map Date: 10/3/2014
 Source: SCWA (streams); County GIS (parcels, cities, roads); ESRI (base map)
 This map is for illustrative purposes only and is not intended to be a definitive property description.



Fitch Mountain Acquisition Conservation Easement Exchange Map



- Phase 1 Internal Road*
- Phase 1 Acquisition
- Phase 2 Acquisition
- Parcels
- Existing CE
- CE Addition (Part of Phase 1 Acquisition)
- CE Release (Part of Phase 2 Acquisition)
- Phase 1 Road Easement to Buyer*
- Phase 1 Road Easement Retained by Seller
- Location approximate, subject to survey.

Attachment 3



Map Date: 10/3/2014
 Source: Sonoma Co GIS (parcels, roads); NASA/UMD/WSI 2013 (image)
 This map is for illustrative purposes only and not intended to be a definitive property description.

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

42

Resolution No. 12-0590

ATTEST: DEC 12 2012

County of Sonoma
Santa Rosa, CA 95403

VERONICA A. FERGUSON, Clerk/Secretary
BY *V. Ferguson*
DEPUTY CLERK/ASST SECRETARY

Date: 12/11/2012

Resolution Of The Board Of Directors Of The Sonoma County Agricultural Preservation And Open Space District, State Of California (1) Authorizing the District's General Manager To Execute (a) A Purchase Agreement With F.R.A.N.C.E.Z. LLC For Fee Acquisition Of A 198.7-acre Property On Fitch Mountain For A Purchase Price Of \$1,800,000; And (b) An Agreement With The City Of Healdsburg Pursuant To Which Fee Title To The Property Will Be Transferred Directly To The City, Subject To A Conservation Easement And Recreation Covenant Held By The District; And (2) Delegating Authority To The District's General Manager To Take Specified Action to Administer Both Agreements.

Whereas, the City of Healdsburg ("City") is willing to own, operate, and maintain parks, open space, recreation facilities and programs inside and adjacent to its boundaries; and

Whereas, the District and City share an interest in preserving that certain real property comprising approximately 198.7 acres of land in unincorporated Sonoma County near Healdsburg, California (APNs: 087-044-036; 087-045-001, 087-045-002, 087-045-004, 087-045-006, 087-045-007, 087-045-008; 087-053-005; 087-110-007, 087-110-008, 087-110-009, 087-110-010, 087-110-011, 087-110-012; 087-120-001; 087-130-002, 087-130-003, 087-130-004; 087-140-037, 087-130-038; 087-171-025, 087-171-026; 087-181-024, 087-181-025; 087-191-022; 087-220-001) (the "Property"); and

Whereas, the District desires to focus its resources on preserving land through the acquisition of conservation easements to the fullest extent possible, rather than through fee acquisitions; and

Whereas, subject to the terms and conditions of a proposed agreement pursuant to which the District will contribute certain funds to enable the City to acquire fee title to the Property, the form of which has been presented to this Board today ("Transfer Agreement"), the City is willing to accept title to the Property and to devote it to use as an open space preserve with low-intensity public outdoor recreational values, subject to a conservation easement and recreation covenant held by the District; and

Whereas, the General Manager has negotiated and is now recommending the District enter into a purchase agreement ("Purchase

Agreement”) with F.R.A.N.C.E.Z. LLC to acquire fee title to the Property for a purchase price of \$1,800,000, which agreement may be assigned to the City in escrow for the purposes of facilitating direct transfer of the fee interest to the City; and

Whereas, on December 10, 2012, the City Council for the City met and approved the terms and conditions of the Transfer Agreement and Purchase Agreement; and

Whereas, the District is authorized to enter into the Purchase Agreement and Transfer Agreement pursuant to Public Resources Code sections 5540 *et seq.*

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

1. *Truth of Recitals.* That the foregoing recitals are true and correct.
2. *Transfer Agreement.* That the District’s General Manager is authorized to enter into the Transfer Agreement with the City in the form on file with the Clerk.
3. *Purchase Agreement.* That the District’s General Manager is authorized to enter into the Purchase Agreement in the form on file with the Clerk.
4. *Due Diligence.* That the District’s General Manager is authorized to take all necessary and appropriate action to administer the District’s rights and obligations under the Transfer Agreement and the Purchase Agreement to investigate the Property for the purposes of bringing the proposed purchase back to this Board for final approvals, which authority shall include entering into contracts for due diligence services contemplated by the agreements, provided such contracts do not exceed \$75,000 individually and \$100,000 cumulatively.
5. *California Environmental Quality Act.* That the project authorized by this resolution is exempt from the requirements of the California Environmental Quality Act (Public Resources Code Sections 21000 and following) because the acquisition is exempt pursuant to Sections 15313 of Title 14 of the California Code of Regulations because the acquisition is to preserve wildlife habitat; alternatively is exempt pursuant to Section 15316(a) of Title 14 of the California Code of Regulations because it is a transfer of land ownership in order to create a park, where the land is in a natural condition and the management plan for the park has not been prepared; alternatively is exempt pursuant to 15317 of Title 14 of the California Code of Regulations because the purpose of the acquisition is to maintain the open space character of the area; and alternatively is exempt pursuant to Section 15325(a), (c) and (f) of Title 14 of the California Code of Regulations because the purpose of the acquisition is to preserve the existing natural conditions, to allow restoration of natural conditions, and to preserve open space or lands for park purposes, respectively.

Resolution #12-0590

Date: 12/11/2012

Page 3

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

Directors:

Brown: Aye Rabbitt: Aye McGuire: Aye Carrillo: Aye Zane: Aye

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

So Ordered.



County of Sonoma
Agenda Item
Summary Report

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

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

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

Board Agenda Date: December 11, 2012

Vote Requirement: Majority

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

Staff Name and Phone Number:

Misti Arias, 565-7264

Supervisorial District(s):

4

Title: Fitch Mountain Acquisition

Recommended Actions:

Adopt resolution (1) authorizing the District's General Manager to execute (a) a purchase agreement with F.R.A.N.C.E.Z. L.L.C. for fee acquisition of a 198.7-acre property on Fitch Mountain ("Property") for a purchase price of \$1,800,000, which purchase remains subject to final approval by the Board and (b) an agreement with the City of Healdsburg pursuant to which fee title to the Property will be transferred to the City, subject to a conservation easement and recreation covenant held by the District, and up to \$250,000 in District funds will be available to the City for initial operations and maintenance costs; and (2) delegating authority to the District's General Manager to take all necessary and appropriate action to administer the District's rights and obligations under both agreements up to the time of final action by the Board of Directors, including undertaking all due diligence activities contemplated therein and entering into contracts for these purposes, provided such contracts do not exceed \$75,000 individually and \$100,000 cumulatively.

Executive Summary:

Project Summary

The District is proposing to purchase approximately 198.7 acres on the top of Fitch Mountain from F.R.A.N.C.E.Z. L.L.C. ("Seller") for public access and preservation of the Property's natural resources and scenic values. The fee interest would be held by the City of Healdsburg (the "City") and the District would hold a conservation easement over the entirety of the property to protect the scenic and natural resources while allowing for low-intensity outdoor public recreation. The District would also hold a recreation conservation covenant over the entirety of the property to ensure it is open to the public for low-intensity recreational purposes in perpetuity.

In escrow, the City would accept restricted fee title to the Property and intends to then transfer the property to

the local non-profit organization LandPaths for a period not to exceed three years. During this three-year period, the City expects that LandPaths would be responsible for interim public access and operations and maintenance, while the City and LandPaths work together to complete a Management Plan, which will include a vegetation management plan, trails plan, and erosion assessment. At the end of the three-year period, the City would resume fee ownership of the property and would assume responsibility for land management and operations and maintenance in perpetuity, including provision for public recreational use.

Property Characteristics/Project Significance

Fitch Mountain is one of the most prominent physical landmarks found in the north part of Sonoma County. The mountain is surrounded by the town of Healdsburg and provides a scenic backdrop for the town and other communities along the Russian River as well as for area visitors. The heavily wooded mountain can be seen from a great distance in all directions, including a long stretch of Highway 101.

The property consists of approximately 198.7 acres on the top and sides of Fitch Mountain. It makes up the entirety of the wooded area on the mountain that has not been developed. The property consists of eight primary lots, seven of which are on the east face of the mountain and range from 3 to 12 acres in size. The eighth lot is approximately 146 acres, of which approximately 130 acres is already encumbered with a District 'forever wild' conservation easement established in 1994. Small, unbuildable lots are found around the edges of the eighth lot, on the north side of the mountain. The entire property is in the unincorporated county, but is within the City's Sphere of Influence, Urban Growth Boundary, and Urban Service Area.

Site features on the property include oak woodland, madrones, mixed conifer forest, an intermittent creek and the mountain's 991-foot peak. The property is accessed from Hilltop Road and Woods Road in Healdsburg, and there are three miles of unimproved dirt roads on the property. There are no structures on the site, although it surrounds two water tanks owned by the City of Healdsburg. The site has been used historically by recreational hikers and other users. Other surrounding land uses include residences on the south, east, and north. Villa Chanticleer, a Healdsburg city park and conference center, borders on the west.

The City of Healdsburg has recognized the property's importance by designating it as Open Space and as a Major Scenic Ridgeline in the City's General Plan. The mountain offers spectacular views of the Russian River, Alexander and Dry Creek Valleys and the Mayacamas Mountain range. The acquisition will further the protection of the scenic resources and valuable wildlife habitat on the edge of an urban area while making the property available to the public for recreational use in perpetuity.

Appraisal Information

A full narrative appraisal was completed by Dana Burwell with a valuation date of December 10, 2010 and a value of \$1,800,000. On August 4, 2011, the District's Fiscal Oversight Commission approved Resolution #2011-007, determining that a purchase price equal to or less than the appraised value does not exceed fair market

value.

Purchase Agreement and Purchase Price

The District has negotiated a purchase agreement with the Seller for a price of \$1,800,000. The purchase agreement, on file with the Board Clerk, includes typical contingencies for due diligence and the District's obligation to purchase the Property remains subject to final approval by the District's Board of Directors. This amount is included in the District's FY 12-13 budget.

Transfer Agreement

The District is proposing to enter into an agreement with the City of Healdsburg ("Transfer Agreement") that describes the responsibilities of the District and City in advancing their shared objective to preserve and operate the Property as a public asset. Pursuant to the Transfer Agreement, the City would accept fee title to the Property, while the District would retain a conservation easement and a recreation conservation covenant upon closing. In addition, the District would contribute up to \$250,000 towards operation and maintenance of the property during the first three years.

Prior to closing, during the due diligence period contemplated by the purchase agreement, the District would fund specified due diligence investigations for the benefit of the City, including: title review for the purposes of confirming that the Property is suitable for use as a low-intensity public recreation area; a boundary survey of the Property by a licensed surveyor (approximately \$50,000); a Phase 1 environmental site assessment (approximately \$3,000); internal review of all governmental permits and approvals supplied by Seller as relates to the use, construction, operation or occupancy of the Property; and other items that may be needed. If approved, this Board action would delegate authority to the General Manager to enter into contracts for these purposes, provided such contracts do not exceed \$75,000 individually and \$100,000 cumulatively. This delegation is important to ensure that the District can comply with the 120-day due diligence timeline and meet the closing requirements outlined in the purchase agreement. During the same due diligence period, the City is also permitted to undertake any additional investigations that it deems necessary or appropriate to assess the property. In the event that any of these investigations reveal conditions that present an unreasonable risk to the District or the City, either party may cancel the transaction.

At closing, the City would be permitted to transfer the Property to LandPaths for up to three years for assistance with provision of interim recreational access to the property and development of a Management Plan. After closing, the City, in collaboration with LandPaths, will prepare the Management Plan in accordance with the California Environmental Quality Act. The Management Plan will provide criteria for the operations, maintenance, and management of the Property. The City will also ensure that the Property is opened for public use no later than five years after the closing date.

Consistent with the District's Board-adopted Operations and Maintenance (O&M) Policy, after closing, the

District would reimburse the City up to \$250,000 to support operations, maintenance, trail planning, and resource management for the Property during the first three years. A work plan describing reimbursable O&M tasks and estimated costs will be developed by the City and approved by the District prior to any reimbursement. In addition to the District's contributions, the City has committed \$100,000 for operations and maintenance costs. The City also has a goal of raising \$200,000 in private fundraising and is requesting an additional \$300,000 grant from the California Coastal Conservancy to assist with development of the Park Master Plan and construction of recreational improvements such as trails.

Escrow/Closing

If all contingencies are met, closing must occur within 150 days of executing the purchase agreement, unless the District and Seller agree to an extension. During this time, the District will bring the acquisition back to the Board for final review and approval, including consideration of the findings or any due diligence investigations; consistency with the 2020 Sonoma County General Plan and the District's Expenditure Plan; and any other considerations or actions necessary or appropriate prior to close of escrow.

California Environmental Quality Act (C.E.Q.A.)

This project is Categorically Exempt from C.E.Q.A. pursuant to State Guidelines Section 15313; alternatively is exempt pursuant to Section 51316(a); alternatively is exempt pursuant to Section 15317; and alternatively is exempt pursuant to Section 15325(a) and (b).

If the requested action is approved by your Board, the District General Manager will post a notice of exemption pursuant to Public Resources Code section 21152.

Prior Board Actions:

On August 30, 1994, by Resolution #94-1258, the Board of Directors authorized acquisition of a conservation easement over a portion of the property.

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

This acquisition will protect land for scenic views, clear air and clean water, and provide public access for improved health and quality of life.

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 100,000	Select an item.	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 100,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 100,000	Total Sources	\$ 100,000

Narrative Explanation of Fiscal Impacts (If Required):

The costs associated with performing due diligence contemplated in the purchase agreement is allocated in the District's FY 12-13 budget. The \$2,050,000 in acquisition and O&M costs is also included in the District FY 12-13 budget. However, per the terms of the purchase agreement the District Manager will return to the Board at a future date within the 120 day due diligence period to request authorization to actually expend the funds.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

1. Site Location Map
2. Resolution

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

1. Purchase Agreement
2. Transfer Agreement
3. Notice of Exemption
4. Appraisal

Resolution No.

**County of Sonoma
Santa Rosa, CA 95403**

Date: 12/11/2012

Resolution Of The Board Of Directors Of The Sonoma County Agricultural Preservation And Open Space District, State Of California (1) Authorizing the District's General Manager To Execute (a) A Purchase Agreement With F.R.A.N.C.E.Z. LLC For Fee Acquisition Of A 198.7-acre Property On Fitch Mountain For A Purchase Price Of \$1,800,000; And (b) An Agreement With The City Of Healdsburg Pursuant To Which Fee Title To The Property Will Be Transferred Directly To The City, Subject To A Conservation Easement And Recreation Covenant Held By The District; And (2) Delegating Authority To The District's General Manager To Take Specified Action to Administer Both Agreements.

Whereas, the City of Healdsburg ("City") is willing to own, operate, and maintain parks, open space, recreation facilities and programs inside and adjacent to its boundaries; and

Whereas, the District and City share an interest in preserving that certain real property comprising approximately 198.7 acres of land in unincorporated Sonoma County near Healdsburg, California (APNs: 087-044-036; 087-045-001, 087-045-002, 087-045-004, 087-045-006, 087-045-007, 087-045-008; 087-053-005; 087-110-007, 087-110-008, 087-110-009, 087-110-010, 087-110-011, 087-110-012; 087-120-001; 087-130-002, 087-130-003, 087-130-004; 087-140-037, 087-130-038; 087-171-025, 087-171-026; 087-181-024, 087-181-025; 087-191-022; 087-220-001) (the "Property"); and

Whereas, the District desires to focus its resources on preserving land through the acquisition of conservation easements to the fullest extent possible, rather than through fee acquisitions; and

Whereas, subject to the terms and conditions of a proposed agreement pursuant to which the District will contribute certain funds to enable the City to acquire fee title to the Property, the form of which has been presented to this Board today ("Transfer Agreement"), the City is willing to accept title to the Property and to devote it to use as an open space preserve with low-intensity public outdoor recreational values, subject to a conservation easement and recreation covenant held by the District; and

Whereas, the General Manager has negotiated and is now recommending the District enter into a purchase agreement ("Purchase

Agreement”) with F.R.A.N.C.E.Z. LLC to acquire fee title to the Property for a purchase price of \$1,800,000, which agreement may be assigned to the City in escrow for the purposes of facilitating direct transfer of the fee interest to the City; and

Whereas, on December 10, 2012, the City Council for the City met and approved the terms and conditions of the Transfer Agreement and Purchase Agreement; and

Whereas, the District is authorized to enter into the Purchase Agreement and Transfer Agreement pursuant to Public Resources Code sections 5540 *et seq.*

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

1. *Truth of Recitals.* That the foregoing recitals are true and correct.
2. *Transfer Agreement.* That the District’s General Manager is authorized to enter into the Transfer Agreement with the City in the form on file with the Clerk.
3. *Purchase Agreement.* That the District’s General Manager is authorized to enter into the Purchase Agreement in the form on file with the Clerk.
4. *Due Diligence.* That the District’s General Manager is authorized to take all necessary and appropriate action to administer the District’s rights and obligations under the Transfer Agreement and the Purchase Agreement to investigate the Property for the purposes of bringing the proposed purchase back to this Board for final approvals, which authority shall include entering into contracts for due diligence services contemplated by the agreements, provided such contracts do not exceed \$75,000 individually and \$100,000 cumulatively.
5. *California Environmental Quality Act.* That the project authorized by this resolution is exempt from the requirements of the California Environmental Quality Act (Public Resources Code Sections 21000 and following) because the acquisition is exempt pursuant to Sections 15313 of Title 14 of the California Code of Regulations because the acquisition is to preserve wildlife habitat; alternatively is exempt pursuant to Section 15316(a) of Title 14 of the California Code of Regulations because it is a transfer of land ownership in order to create a park, where the land is in a natural condition and the management plan for the park has not been prepared; alternatively is exempt pursuant to 15317 of Title 14 of the California Code of Regulations because the purpose of the acquisition is to maintain the open space character of the area; and alternatively is exempt pursuant to Section 15325(a), (c) and (f) of Title 14 of the California Code of Regulations because the purpose of the acquisition is to preserve the existing natural conditions, to allow restoration of natural conditions, and to preserve open space or lands for park purposes, respectively.

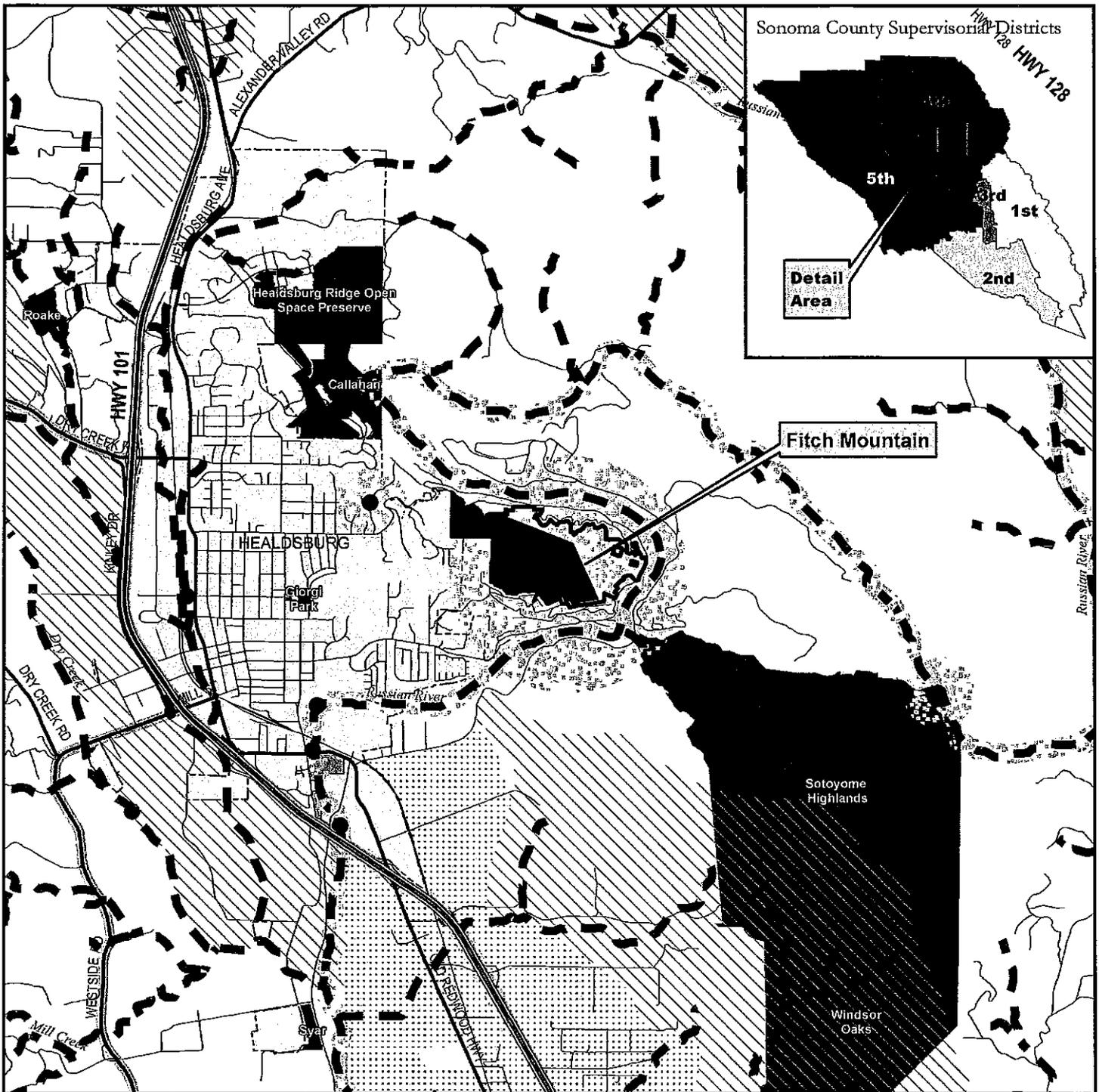
Resolution #
Date: 12/11/2012
Page 3

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

Directors:

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

So Ordered.



Fitch Mountain

LOCATION / GENERAL PLAN MAP

0 2,000 4,000 Feet



SONOMA COUNTY
 AGRICULTURAL PRESERVATION
 AND OPEN SPACE DISTRICT

Map Date: 2/14/2012
 Sources: Sonoma County GIS Group;
 Sonoma County General Plan 2020,
 Open Space and Resource
 Conservation Element.
 Note: This map is for illustrative
 purposes only. It is not intended to be
 a definitive property description.

Open Space and Resource Conservation Element

SCENIC RESOURCES

- Community Separator
- Scenic Landscape Unit
- Scenic Corridor

OUTDOOR RECREATION

- Planned Future Park
- Fitch Mountain Property
- Incorporated City Land
- District Holding
- Public Land

BIOTIC RESOURCES

- Special Status Species
- Special Status Species Habitat
- Marshes and Wetlands *
- Critical Habitat Area *
- Habitat Connectivity Corridor
- Riparian Corridor

* Not on this map.

FIRST AMENDED PROPERTY PURCHASE AGREEMENT

This First Amended Property Purchase Agreement ("Agreement") amends and replaces that certain agreement entered into as of June 16, 2014 by and between F.R.A.N.C.E.Z. LLC, a Delaware corporation, ("Seller"), and the Sonoma County Agricultural Preservation and Open Space District, a public agency (the "Buyer"). The effective date ("Effective Date") of this Agreement is June 16, 2014.

RECITALS

A. Seller approached Buyer with an offer to sell to Buyer approximately 198.7 acres of land in unincorporated Sonoma County near Healdsburg, California (Assessor Parcel Nos. 087-044-036; 087-045-001, 002, 004, 006, 007, & 008; 087-053-005; 087-110-007, 008, 009, 010, 011, & 012; 087-120-001; 087-130-002, 003, & 004; 087-140-037, & 038; 087-171-025, & 026; 087-181-024, & 025; 087-191-022; 087-220-001) as more completely described below; and

B. On December 11, 2012, the parties entered into a purchase agreement to effectuate the purchase and sale of that real property ("Original Purchase Agreement"); and

C. The parties agree that, notwithstanding its expiration on or around May 10, 2013, both Seller and Buyer acted in good faith in the performance of the Original Purchase Agreement; and

D. On March 27, 2013, Buyer notified Seller that conditions to closing described in the Original Purchase Agreement at Paragraphs 4a, 4b, 4c, and 4d were not satisfied and, as of the Effective Date of this Agreement, these conditions remain unsatisfied; and

E. The conditions at issue include a number of possible encroachments affecting certain portions of parcels comprising approximately 30.73 acres of the real property subject to the Original Purchase Agreement;

F. The parties acknowledge that resolution of the conditions described in Recital E to the Buyer's satisfaction will require the commitment of substantial time and resources by Seller, significantly delaying the Closing (as defined in the Original Purchase Agreement);

G. The parties desire to facilitate a more immediate purchase and sale of those portions of the real property that are not affected by conditions described in Recital E;

H. Considering the foregoing, the parties desire to accomplish the purchase and sale of the real property in two phases.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

A G R E E M E N T

1. The foregoing recitals are true and correct.
2. Property Included in Sale.

(a) At the Phase 1 Closing (as defined in Section 7 below), Seller hereby agrees to convey and Buyer agrees to accept as an addition to that certain Zelma Ratchford Trust Conservation Easement, recorded as instrument No. 1994-01068601 on September 15, 1994 in the Office of the Sonoma County Recorder ("Ratchford Easement") 3.87 acres of land on APN 087-120-001, as more particularly described in Exhibit A and as depicted in Exhibit B as the "CE Addition," which addition shall be in exchange for a release, pursuant to Public Resources Code Section 5540.5, of 1.69 acres of land from the Ratchford Easement (affecting APN 087-191-022) and 2.18 acres from the Zelma Ratchford Family Trust Conservation Easement, recorded as instrument No. 1994-01068591 on September 15, 1994 in the Office of the Sonoma County Recorder (affecting APNs 087-181-024, and 087-171-026) as more particularly described in Exhibit A and as depicted in Exhibit B as the "CE Release."

(b) At the Phase 1 Closing, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

(i) All that certain real property comprising approximately 172.92 acres of land in unincorporated Sonoma County near Healdsburg, California (Assessor Parcel Nos. 087-110-012 as modified by that certain lot line adjustment to be accomplished by Seller prior to the Phase 1 Closing; 087-044-036; 087-045-001, 002, 004, 006, 007, & 008; 087-053-005; 087-110-007, 009, 010; 087-120-001; 087-130-002, 003, & 004; 087-140-037 & 038; 087-220-001) as more particularly described in Exhibit A and as depicted in Exhibit B as the "Phase 1 Real Property" (the "Phase 1 Real Property"); and

(ii) All rights, privileges and easements appurtenant to the Phase 1 Real Property that Seller possesses, including, without limitation, all minerals, oil, gas and other hydrocarbon substances on and under the Phase 1 Real Property, as well as all development rights, air rights, water, water rights and water stock relating to the Phase 1 Real Property and any other easements, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the Phase 1 Real Property (all of which are collectively referred to as the "Appurtenances"). Without limiting the generality of the foregoing, the parties agree that such Appurtenances include that certain road easement which traverses portions of Seller's property that are not subject to the Phase 1 Closing, including APNs 087-110-008 and 087-110-011 as depicted on Exhibit B. At the Phase 1 Closing, a deed of road easement shall be executed by Seller and recorded by Buyer in a form acceptable to both Buyer and Seller containing the following essential terms:

1) The easement shall be a 40-foot wide road and utility easement for public recreational use and public park access, including all construction, reconstruction, improvement, operation, maintenance and other activities reasonably related thereto. Seller may request a modification of the width of the easement as necessary to resolve the Stratton claim (Sonoma County Superior Court Case No. 255412) ("Stratton Claim"), provided that, in connection with such request, Seller shall provide Buyer with a survey of the proposed road easement as modified by the intended settlement of the Stratton Claim, which survey shall demonstrate that the road easement is no less than 25-feet wide at any given point. Buyer shall be provided with the foregoing survey and all other documents pertaining to the proposed resolution of the Stratton Claim before Seller executes any settlement or stipulates to any order with parties to the Stratton Claim.

2) The easement shall be created for the benefit of the public and shall be transferable at the sole discretion of the Buyer.

3) The easement will not confer any responsibility or liability on the Buyer or its assignees, successors, transferees, or grantees for any hazardous materials, hazardous substances, or hazardous waste, as those terms are defined in any Federal, state or local law, which are present on the servient property at the time of creation of the easement or which have been deposited by someone other than Buyer, its assignees or successors.

Buyer and Seller shall agree on the form of the above-described easement deed by 133 days from the Effective Date (October 27, 2014).

(iii) At the Phase 1 Closing, Seller will retain a 40-foot wide access road and utility easement over APN 087-110-010 and APN 087-110-009 benefitting APN 087-110-011 and APN 087-110-008 in the location depicted on Exhibit B as "Seller's Reserved Access Easement." The reservation of this easement shall be accomplished via a deed restriction or easement deed in a form acceptable to Buyer and Seller. Buyer and Seller shall agree on the form of the deed restriction or easement deed by 133 days from the Effective Date (October 27, 2014).

(c) At the Phase 2 Closing (as defined in Section 7 below), Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

(i) Any or all of that certain real property comprising approximately 25.75 acres of land in unincorporated Sonoma County near Healdsburg, California (Assessor Parcel Nos. 087-110-012 (the portion to be merged per Lot Line Adjustment pursuant to Paragraph 6(a) to comprise part of 087-110-011), 087-110-011, 087-110-008, 087-181-024, 087-191-022, 087-171-026; 087-171-025; 087-181-025) as more particularly described in Exhibit C and as depicted in Exhibit B as the "Phase 2 Real Property" (the "Phase 2 Real Property"); and

(ii) All rights, privileges and easements appurtenant to the Phase 2 Real Property, including, without limitation, all minerals, oil, gas and other hydrocarbon substances on and under the Phase 2 Real Property, as well as all development rights, air rights, water, water rights and water stock relating to the Phase 2 Real Property and any other easements, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the Phase 2 Real Property (all of which are collectively referred to as the "Appurtenances").

All of the items referred to in Subsections 2(a), 2(b) and 2(c) above are hereinafter collectively referred to as the "Property."

3. Purchase Price.

(a) The purchase price of the Phase 1 Property is One Million Five Hundred Twenty Thousand Four Hundred Eighty Four Dollars (\$ \$1,520,484) (the "Phase 1 Purchase Price").

(b) The purchase price of the Phase 2 Property is Two Hundred Seventy Nine Thousand Five Hundred Sixteen Dollars (\$ \$279,516) (the "Phase 2 Purchase Price"), based on the following appraised values for the constituent parcels:

APN 087 110 012 (3.65 acre ptn) = \$28,516

APN 087-110-011 = \$150,000

APN 087-110-008 = \$80,000

APNs 087-191-022, 087-181-025, 087-181-024, 087-171-026, 087-171-025 = \$21,000

(c) The Phase 1 Purchase Price shall be paid as follows:

(i) The parties acknowledge that Buyer has deposited in escrow with Fidelity National Title Company, 1309 College Avenue, Suite 100 Santa Rosa, CA 95404, ("Title Company"), a deposit in the amount of Twenty-five Thousand Dollars (\$25,000) (the "Deposit"). All sums constituting the Deposit remain held in an interest-bearing account and interest accruing thereon shall continue to be held for the account of Buyer. In the event the sale of the Property as contemplated hereunder is consummated, the Deposit plus interest accrued thereon shall be credited against the Phase 1 Purchase Price. In the event the sale of the Property is not consummated because of the failure of any condition or any other reason except a default under this Agreement solely on the part of Buyer, the Deposit plus interest accrued thereon shall immediately be returned to Buyer. If said sale is not consummated because of a default under this Agreement solely on the part of Buyer, the Deposit but not the interest accrued thereon shall be paid to and retained by Seller as liquidated damages. The parties have agreed that Seller's actual damages, in the event of a default by Buyer, would be extremely difficult or impracticable to determine. Therefore, by placing their initials below, the parties acknowledge the Deposit has been agreed upon, after negotiation, as the parties' reasonable estimate of Seller's damages and as Seller's exclusive remedy against Buyer, at law or in equity, in the event of a default under this Agreement solely on the part of Buyer.

Seller SWW

Buyer WJH

(ii) Buyer shall pay the balance of the Phase 1 Purchase Price by depositing such payment into escrow in immediately available funds at least one (1) business day before the Phase 1 Closing Date (as defined by Section 7, below).

(d) The Phase 2 Purchase Price shall be paid as follows:

(i) Buyer shall pay the Phase 2 Purchase Price by depositing the appraised value as noted in Section 3(b) for any parcel subject to acceptance by Buyer into escrow in immediately available funds at least one (1) business day before the Phase 2 Closing Date (as defined by Section 7, below).

(e) References to the "Purchase Price" in the remainder of this Agreement shall be construed to apply to the Phase 1 Purchase Price and/or the Phase 2 Purchase Price, as applicable.

4. Title to the Property.

(a) Except as Buyer may specifically waive this entitlement, at the Phase 1 Closing, Seller shall convey to Buyer or its assignee marketable and insurable fee simple title to the Phase 1 Real Property and the Appurtenances by duly executed and acknowledged grant deed in a form acceptable to Buyer. Evidence of delivery of marketable and insurable fee simple title shall be the issuance by Title Company of a CLTA Owner's Policy of Title Insurance, in the full amount of the appraised value, insuring fee simple title to the Real Property and the Appurtenances in Buyer, subject only to such exceptions as Buyer shall approve pursuant to Section 5(c) below. Said policy shall provide full coverage against mechanics' or materialmen's liens arising out of the construction of any improvements and shall contain such special endorsements as Buyer may reasonably require.

(b) Except as Buyer may specifically waive this entitlement, at the Phase 2 Closing, Seller shall convey to Buyer or its assignee marketable and insurable fee simple title to the Phase 2 Real Property and the Appurtenances by duly executed and acknowledged grant deed in a form acceptable to Buyer. Evidence of delivery of marketable and insurable fee simple title shall be the issuance by Title Company of a CLTA Owner's Policy of Title Insurance, in the full amount of the appraised value, insuring fee simple title to the Real Property and the Appurtenances in Buyer, subject only to such exceptions as Buyer shall approve pursuant to Section 5(c) below. Said policy shall provide full coverage against mechanics' or materialmen's liens arising out of the construction of any improvements and shall contain such special endorsements as Buyer may reasonably require.

5. Buyer's Conditions to Closing. As to the Phase 1 Real Property, Buyer shall have until 140 days from the Effective Date (November 3, 2014) to satisfy or waive the following conditions as determined in Buyer's sole discretion, provided, however that conditions 5(a), 5(h), 5(j) and 5(m) shall remain conditions until the Phase 1 Closing. As to the Phase 2 Real Property, Buyer shall have until 700 days from the Effective Date (May 17, 2016) to satisfy or waive the following conditions as determined in Buyer's sole discretion, provided, however that conditions 5(a), 5(h), 5(j) and 5(m) shall remain conditions until the Phase 2 Closing. All of the following conditions to the Closings,

including 5(a), 5(h), 5(j) and 5(m), shall be subject to the last paragraph of this Section 5, which requires, among other provisos, that either Closing Date shall not be extended except upon the express written agreement thereto by both parties hereto. The following conditions are precedent to Buyer's obligation to purchase the Property:

(a) The City of Healdsburg shall have agreed to accept title to the Property at the time of Closing, which it may decline to do for any reason, and the City of Healdsburg shall in fact accept title to the Property at the time of Closing, which it may decline to do for any reason. Nothing in this Section 5(a) shall be construed to permit extension of the Closing Date without both parties' written consent thereto.

(b) Buyer's review and approval of any supplemental real property appraisals as may be needed in Buyer's opinion to support the Purchase Price in the event that the investigations described in Sections 5(c) through 5(g), inclusive, reveal information or circumstances which may affect the appraised value of the Property. Such appraisal shall be conducted by an appraiser selected by Buyer at Buyer's sole cost, and shall be prepared in accordance with the Sonoma County Agricultural Preservation and Open Space District's Guidelines and Standards for Preparation of Narrative Appraisal Reports. No such supplemental real estate appraisal shall be undertaken without the express written agreement of both parties hereto. Further, Buyer's determination that such an appraisal is necessary in order to proceed with this transaction shall not be construed as an act of bad faith respecting this Agreement.

(c) Buyer's review and approval of title to the Property, as evidenced by a current extended coverage preliminary title report, accompanied by copies of all documents referred to in the report. Seller shall as soon as possible after executing this Agreement deliver to Buyer copies of all existing and proposed easements, covenants, restrictions, leases, agreements or other documents which affect the Property and which are not disclosed by the preliminary title report, or, if no such documents exist, a certification of Seller to that effect. Buyer shall advise Seller, at least thirty (30) days prior to the applicable Closing, what exceptions to title, if any, will be accepted by Buyer. Seller shall have ten (10) days after receipt of Buyer's objections to give Buyer notice: (i) that Seller will remove any objectionable exceptions from title and provide Buyer with evidence satisfactory to Buyer of such removal, or provide Buyer with evidence satisfactory to Buyer that said exceptions will be removed on or before the applicable Closing; or (ii) that Seller elects not to cause such exceptions to be removed. If Seller gives Buyer notice under clause (ii), Buyer shall have ten (10) days to decide to proceed with the purchase and take the Property subject to such exceptions, or to terminate this Agreement. If Buyer shall fail to give Seller notice of its election within said ten (10) days, Buyer shall be deemed to have elected to terminate this Agreement. If Seller shall give notice pursuant to clause (i) and shall fail to remove any such objectionable exceptions from title prior to the applicable Closing Date, and Buyer is unwilling to take title subject thereto, Seller shall be in default hereunder and, without limiting Buyer's rights and remedies against Seller, Buyer may elect to terminate this Agreement and

Seller shall be liable for all of Buyer's damages, including, without limitation, Buyer's costs and expenses incurred hereunder.

(d) Buyer's review and approval of an "as-built" survey of the Real Property by a licensed surveyor or civil engineer. Said survey shall be acceptable to, and certified to, Buyer and in sufficient detail to provide the basis for Owner's Policy of Title Insurance without boundary, encroachment or survey exceptions, and shall show the location of all easements and any improvements (including underground improvements) and any and all other pertinent information with respect to the Property. The survey shall also indicate any encroachments of any improvements onto easements or onto adjacent properties or certify to their absence and shall indicate the presence of improvements and easements on property adjoining the Real Property if located within five (5) feet of the boundaries of the Real Property. The costs of the survey shall be paid by Buyer.

(e) Buyer's review and approval of all governmental permits and approvals obtained or held by Seller and related to the use, construction, operation or occupancy of any part of the Property.

(f) [Omitted.]

(g) Buyer shall have an environmental site assessment prepared for the Property and shall be satisfied that the Property is free from known or potential toxic contamination. Within thirty (30) days of the Effective Date, Seller shall disclose in writing all hazardous material matters concerning the Property that Seller can reasonably gather from its records. Such action by Buyer shall in no way impair, waive or diminish Seller's representation contained in Section 8(h) below.

(h) The physical condition of the Property shall be substantially the same on the day of Closing as on the date of the execution of this Agreement, reasonable wear and tear and loss by casualty excepted, and, as of the day of Closing, there shall be no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, which after Closing, would, in Buyer's sole discretion, materially adversely affect the value of the Property or the ability of Buyer to operate the Property in the manner it is currently being operated, and no proceedings shall be pending or threatened which could or would cause the change, redesignation or other modification of the zoning classification of, or of any building or environmental code requirements applicable to, the Property, or any portion thereof, or any property adjacent to the Property. Notwithstanding the foregoing, Seller hereby discloses pending and/or threatened litigation involving APN 087-110-012 (Gustely) and APN 087-110-008 (Stratton).

(i) Receipt by Buyer of any documentation required under California Government Code Section 65402.

(j) Compliance by Buyer, or its assignee, with the California Environmental Quality Act of 1970, as determined to be necessary by Buyer or its assignee and the statute of limitations shall have run on Buyer's CEQA determination and no CEQA claims shall have been filed against Buyer or its assignee.

(k) Buyer's receipt of all necessary approvals to perform this Agreement from the Sonoma County Agricultural Preservation and Open Space District Board of Directors.

(l) Buyer shall be satisfied that the Property is suitable for its intended uses including, without, limitation that there is at least one point of legal and sufficient access to the Property which will accommodate use of the Property as a public park.

(m) All of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date.

(n) A legal description of the Property shall be approved by the County Surveyor.

The foregoing conditions contained in items (a) through (n) are intended solely for the benefit of Buyer. If any of the foregoing conditions are not satisfied, Buyer shall have the right at its sole election either to waive the condition in question and proceed with the purchase or, in the alternative, terminate this Agreement and obtain refund of the Deposit plus accrued interest thereon. The Closing Date may be extended, by the express written agreement of both parties hereto, a reasonable period of time if required to allow said conditions to be satisfied, subject to Buyer's further right to terminate this Agreement and obtain a refund of the Deposit plus accrued interest thereon upon the expiration of the period of any such extension if all said conditions have not been satisfied. In the event Buyer elects to terminate this Agreement, Buyer shall pay any title and escrow charges, and neither party shall have any further rights or obligations under this Agreement.

6. Seller's Conditions to Closing. The following conditions are precedent to Buyer's obligation to sell the Property, or any more specific portion thereof as may be described:

(a) Seller shall have until one hundred and two (102) days from the Effective Date (September 26, 2014) to resolve the claimed encroachment on APN 087-220-001 and 133 days from the Effective Date (October 27, 2014) to (i) accomplish the lot line adjustment on APN 087-110-012 depicted in Exhibit B and (ii) resolve the Stratton Claim. Seller shall use due diligence to accomplish the foregoing tasks within the periods prescribed in the preceding sentence. Notwithstanding any other provision of this Agreement, the parties agree that if Seller is not successful in its effort to resolve these matters to Buyer's satisfaction within such prescribed periods, then Seller shall have the right, in its sole discretion, to terminate this Agreement without penalty.

(b) Seller has no obligation to sell any or all of the Phase 2 Property to Buyer. However, Seller agrees that any sale of the Phase 2 Property to Buyer will be subject to the terms of this Agreement.

7. Closing and Escrow.

(a) Upon execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with Title Company and this instrument shall serve as the instructions to Title Company as the escrow holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the escrow holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of the supplementary escrow instructions shall control.

(b) The Phase 1 Real Property and Appurtenances described in Section 2(b) above and all other items required by Buyer in connection therewith shall be conveyed to Buyer ("the Phase 1 Closing") within 154 days from the Effective Date (November 17, 2014), or such other date as Buyer and Seller may mutually agree in writing (the "Phase 1 Closing Date"); provided however that Buyer shall not be required to close escrow on the Phase 1 Real Property unless all conditions to Closing have been satisfied or waived by Buyer in accordance with Section 5 of this Agreement. Such date may not be extended without the prior written approval of both Seller and Buyer. In the event the Phase 1 Closing does not occur on or before the Phase 1 Closing Date, the escrow holder shall, unless it is notified by both parties to the contrary within five (5) days after the Closing Date, return to the depositor thereof items which may have been deposited hereunder. Any such return shall not, however, relieve either party hereto of any liability it may have for its wrongful failure to close.

(c) Any or all of the Phase 2 Real Property and Appurtenances described in Section 2(c) above and all other items required by Buyer in connection therewith shall be conveyed to Buyer ("the Phase 2 Closing") within 730 days from the Effective Date (June 16, 2016), or such other date as Buyer and Seller may mutually agree in writing (the "Phase 2 Closing Date"); provided however that Buyer shall not be required to close escrow on any of the the Phase 2 Real Property unless all conditions to Closing as to any parcel to be acquired have been satisfied or waived by Buyer in accordance with Section 5 of this Agreement. Such date may not be extended without the prior written approval of both Seller and Buyer. Seller shall convey any or all Phase 2 parcels as may be acceptable to Buyer in a single closing. In the event the Phase 2 Closing as to any Phase 2 parcel does not occur on or before the Phase 2 Closing Date, the escrow holder shall, unless it is notified by both parties to the contrary within five (5) days after the Phase 2 Closing Date, return to the depositor thereof items which may have been deposited hereunder. Any such return shall not, however, relieve either party hereto of any liability it may have for its wrongful failure to close.

(d) At or before the Phase 1 Closing, Seller shall deliver to Buyer the following:

(i) A duly executed and acknowledged grant deed conveying to the Buyer the Phase 1 Real Property and the Appurtenances, and all rights, privileges and easements appurtenant thereto, as required by Section 4 above;

(ii) Originals of all leases (and amendments thereto, if any, and all records and correspondence relating thereto) covering any portion of the Phase 1 Real Property, and any security deposits relating thereto;

(iii) An affidavit pursuant to Section 1445(b)(2) of the Internal Revenue Code and substantially in the form attached hereto as Exhibit D and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code;

(iv) An affidavit pursuant to Section 18662 of the California Revenue and Taxation Code regarding the withholding requirements for sellers of real property in California;

(v) Closing statement in form and content satisfactory to Buyer and Seller.

Buyer may waive compliance on Seller's part under any of the foregoing items by an instrument in writing.

(e) At or before the Phase 2 Closing, Seller shall deliver to Buyer the following:

(i) A duly executed and acknowledged grant deed conveying to the Buyer the applicable portion of the Phase 2 Real Property and the Appurtenances, and all rights, privileges and easements appurtenant thereto, as required by Section 4 above;

(ii) Originals of all leases (and amendments thereto, if any, and all records and correspondence relating thereto) covering any portion of the Phase 2 Real Property, and any security deposits relating thereto;

(iii) An affidavit pursuant to Section 18662 of the California Revenue and Taxation Code regarding the withholding requirements for sellers of real property in California;

(iv) Closing statement in form and content satisfactory to Buyer and Seller.

Buyer may waive compliance on Seller's part under any of the foregoing items by an instrument in writing.

(f) Seller and Buyer shall each deposit such other instruments as are reasonably required by the escrow holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof, including, without limitation, an agreement (the "Designation Agreement") designating Title Company as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the Federal Code and the regulations promulgated thereunder, and executed by Seller, Buyer and Title Company. The Designation Agreement shall be substantially in the form attached hereto as Exhibit E and, in any event, shall comply with the requirements of Section 6045(e) of the Internal Revenue Code and the regulations promulgated thereunder.

(g) Rents actually collected (whether such collection occurs prior to, on or after the Closing), real property taxes, water, sewer and utility charges, annual permits and/or inspection fees (calculated on the basis of the period covered), insurance premiums (as to those policies, if any, that Buyer determines will be continued after the Closing), and other expenses normal to the operation and maintenance of the Property shall be prorated as of 12:01 a.m. on the date the grant deed is recorded on the basis of a 365-day year. Seller and Buyer hereby agree that if any of the aforesaid prorations cannot be calculated accurately on the applicable Closing Date, then the same shall be calculated within thirty (30) days after the applicable Closing Date and either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party, together with interest thereon at the rate of five percent (5%) per annum from the applicable Closing Date to the date of payment if payment is not made within ten (10) days after delivery of a bill therefor.

(h) At or before the Phase 1 Closing, Seller shall pay the full amount of all current and delinquent taxes and any other assessments or bonds on the Phase 1 Real Property and the Phase 2 Real Property.

(i) Buyer shall pay the premium for the policy of title insurance and all other costs and charges of the escrow for the sale.

(j) Buyer or its assignee agrees to cooperate with Seller in completing an exchange qualifying for nonrecognition of gain under Internal Revenue Code §1031 and the applicable provisions of the California Revenue and Taxation Code. Seller reserves the right to convert this transaction to an exchange at any time before the Closing. Seller and Buyer agree, however, that consummation of the transaction contemplated by this Agreement is not predicated or conditioned on completion of such an exchange. If Seller elects to complete an exchange, Buyer shall execute all escrow instructions, documents, agreements, or instruments reasonably requested by Seller to complete the exchange. Buyer shall incur no additional liabilities, expenses, or costs as a result of or connected with the exchange. Seller agrees to indemnify, defend, and hold Buyer harmless from any liabilities, damages, or costs (including but not limited to reasonable attorney fees and related costs) that may arise from Buyer's participation in the exchange.

8. Representations and Warranties of Seller. Seller hereby represents, to the best of its knowledge after all due and reasonable inquiry, and warrants to Buyer as follows:

(a) There are now, and at the time of the applicable Closing will be, no material physical defects of the Property.

(b) The use and operation of the Property now are, and at the time of the applicable Closing will be, in full compliance with applicable building codes, zoning and land use laws, and other applicable local, state and federal laws and regulations.

(c) All contracts, documents, reports, and/or leases delivered to Buyer pursuant to this Agreement or in connection with the execution hereof are and at the time of the applicable Closing will be true and correct copies, and are and at the time of Closing will be in full force and effect, without default by (or notice of default to) any party.

(d) Except as otherwise disclosed to Buyer in writing, Seller does not have knowledge of any condemnation, environmental, zoning or other land-use regulation proceedings, either instituted or planned to be instituted, which would detrimentally affect the use and operation of the Property for its existing purpose, or the value of the Property, nor has Seller received notice of any special assessment proceedings affecting the Property.

(e) There is now no litigation pending or threatened, against Seller or any basis therefor that arises out of the ownership of the Property or that might detrimentally affect the use or operation of the Property or the value of the Property or adversely affect the ability of Seller to perform its obligations under this Agreement, including without limitation any proceeding or inquiry underway or threatened by any individual, entity or government authority with respect to: (i) the presence of any hazardous material (as defined in Subsection 8(h) below) on the Property or the migration thereof from or to adjacent property; or (ii) any property boundary disputes.

(f) This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are or at the time of Closing will be duly authorized, executed, and delivered by Seller, are or at the time of Closing will be legal, valid, and binding obligations of Seller, are and at the time of Closing will be sufficient to convey title (if they purport to do so), and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

(g) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code.

(h) The Property is not in violation of any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or Hazardous Material ("Environmental Laws"). Neither Seller, nor to the best of Seller's knowledge any third party, has used, manufactured, generated, treated, stored, disposed of, or released any Hazardous Material on, under or about the Property or transported any Hazardous Material over the Property. Neither Seller, nor to the best of Seller's knowledge, any third party has installed, used or removed any storage tank on, from or in connection with the Property, and to the best of Seller's knowledge there are no storage tanks or wells (whether existing or abandoned) located on, under or about the Property. To the best of Seller's knowledge, the Property does not consist of any building materials that contain Hazardous Material. For the purposes hereof, "Hazardous Material" shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as "hazardous" or "toxic" under any federal, state, local or administrative agency ordinance or law or any material that because of its quantity, concentration, or physical or chemical characteristics, poses a significant, present or potential hazard to human health or safety or to the environment if released into the environment, or any regulation, order, rule or requirement adopted thereunder, as well as any formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos, and "source," "special nuclear" and "by-product" material as defined in the Atomic Energy Act of 1954, 42 U.S.C. §§3011 *et seq.*

9. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows: Buyer is a public agency; this Agreement and all documents executed by Buyer which are to be delivered to Seller at the applicable Closing are or at the time of applicable Closing will be duly authorized, executed, and delivered by Buyer, and are or at the applicable Closing will be legal, valid, and binding obligations of Buyer, and do not and at the time of the applicable Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

10. Indemnification. Each party hereby agrees to indemnify the other party and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorneys' fees, resulting from any misrepresentations or breach of warranty or breach of covenant made by such party in this Agreement or in any document, certificate, or exhibit given or delivered to the other pursuant to or in connection with this Agreement. The indemnification provisions of this Section 10 shall survive beyond the delivery of the grant deed and transfer of title, or, if title is not transferred pursuant to this Agreement, beyond any termination of this Agreement. Seller hereby understands and acknowledges that the proposed transaction is a voluntary negotiated transaction by Seller and Buyer which was initiated by Seller first approaching Buyer with the proposed transaction, and therefore Seller hereby voluntarily waives any rights it may have to any relocation benefits.

11. Loss by Fire or Other Casualty; Condemnation. In the event that, prior to the applicable Closing, the Property, or any part thereof, is destroyed or materially damaged, or if condemnation proceedings are commenced against the Property, Buyer shall have the right, exercisable by giving notice of such decision to Seller within fifteen (15) business days after receiving written notice of such damage, destruction or condemnation proceedings, to terminate this Agreement, in which case, except as provided in Section 10, neither party shall have any further rights or obligations hereunder and the Deposit plus accrued interest thereon shall be refunded to Buyer. If Buyer elects to accept the Property in its then condition, all proceeds of insurance or condemnation awards payable to Seller by reason of such damage, destruction or condemnation shall be paid or assigned to Buyer. In the event of non-material damage to the Property, which damage Seller is unwilling to repair or replace, Buyer shall have the right, exercisable by giving notice within fifteen (15) business days after receiving written notice of such damage to terminate this Agreement as hereinabove in this section provided or accept the Property in its then condition and proceed with the purchase.

12. Possession. Possession of the Property shall be delivered to Buyer or its assignee on the applicable Closing Date, provided, however, that Seller shall afford authorized representatives of Buyer reasonable access to the Property, prior to the applicable Closing Date, for the purposes of satisfying Buyer with respect to the

representations, warranties, and covenants of Seller contained herein and with respect to satisfaction of any conditions precedent to the applicable Closing contained herein.

13. Maintenance of Property. Between the Seller's execution of this Agreement and the transfer of title to Buyer, Seller shall maintain the Property in good order, condition and repair, reasonable wear and tear excepted.

14. Buyer's Consent to New Contracts Affecting the Property. Seller shall not, after the date of Seller's execution of this Agreement, enter into any lease, amendment of lease, contract or agreement or permit any tenant of the Property to enter into any sublease, assignment of lease, easement, contract, or agreement pertaining to the Property, or modify any lease, easement, contract or agreement pertaining to the Property or waive any rights of Seller thereunder, without in each case obtaining Buyer's prior written consent thereto, which consent Buyer agrees shall not be unreasonably withheld.

15. Miscellaneous.

(a) Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

Seller: F.R.A.N.C.E.Z. LLC
Mr. Edwin Wilson, Esq.
Sayre & Wilson
16107 Healdsburg Avenue
Healdsburg, CA 95448

Buyer: Sonoma County Agricultural Preservation
and Open Space District
747 Mendocino Ave.- Suite 100
Santa Rosa, CA 95401

or such other address as either party may from time to time specify in writing to the other.

(b) Brokers and Finders. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the sale contemplated herein. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealings or communication, the party through whom the broker or finder makes his claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same. The provisions of this Section shall survive the Closings.

(c) Assignment; Successors and Assigns. Buyer shall have the right to assign this Agreement, as long as the assignee assumes all obligations of Buyer and agrees to execute all documents and perform all obligations imposed on Buyer as if the assignee were the original buyer in this Agreement. Upon the assignee's assumption of Buyer's obligations, Buyer shall be relieved of liability under this Agreement. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

(d) Amendments. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

(e) Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and correct as of the time of the applicable Closing, shall be deemed to be material, and shall survive the execution and delivery of this Agreement and the delivery of the deed and transfer of title. All statements contained in any certificate or other instrument delivered at any time by or on behalf of Seller in conjunction with the transaction contemplated hereby shall constitute representations and warranties hereunder.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(g) Merger of Prior Agreements. This Agreement and the exhibits hereto constitute the entire agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

(h) Time of the Essence. Time is of the essence of this Agreement.

(i) Headings. The headings used herein are for the purposes of convenience only and should not be used in construing the provisions hereof.

(j) Partial Invalidity. If any term, covenant or condition of this Agreement or its application to any person or circumstances will held to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provisions to other persons or circumstances will not be affected.

(k) No Waiver. No consent or waiver by either party to or of any breach or any representation, covenant or warranty will be construed as a consent to or waiver of any other breach of the same or any other representation, covenant, or warranty.

(l) Interpretation. All parties have been represented by counsel in the preparation and negotiation of this Agreement, and this Agreement will be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement.

(m) Third-Party Beneficiary. The parties to this Agreement agree, and hereby covenant, that the City of Healdsburg ("City") shall be an intended beneficiary of this Agreement and of all representations and warranties of Seller relating to this Agreement, including without limitation, the Hazardous Materials Warranty, Representation and Indemnity, described in Section 8(c)(ii) of this Agreement.

(n) LLC Authority. As Seller is a limited liability company, the principals of which desire to remain anonymous, Seller's attorney Edwin Wilson, Esq., shall deliver to Buyer, upon execution of this Agreement, a declaration under penalty of perjury, in a form acceptable to Buyer, stating that he is authorized to execute this Agreement on behalf of the Seller, F.R.A.N.C.E.Z. LLC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the Buyer's signature below.

BUYER:
Sonoma County Agricultural
Preservation and Open Space District

By: William J. Keene
William J. Keene
General Manager

Date: 9/17/14

SELLER:
F.R.A.N.C.E.Z. LLC

By: Edwin Wilson
*Edwin Wilson

Date: September 17, 2014

City, State: Santa Rosa, CA

APPROVED AS TO FORM FOR BUYER:

By: Lisa Pheatt
Lisa Pheatt
Deputy County Counsel

*By signing, the signatory declares, under penalty of perjury, that he is authorized to execute this Agreement on behalf of the Seller, F.R.A.N.C.E.Z. LLC.

EXHIBIT A

DESCRIPTION OF PHASE ONE PROPERTY

(Legal description to be provided by Fidelity National Title Company)

EXHIBIT B

(Insert Map entitled “Fitch Mountain Acquisition Two-Phase Project”)



Exhibit: B
Fitch Mountain Acquisition
Two-Phase Project



Buyer Initials: _____

Seller Initials: _____

Phase 1 Internal Road*

Phase 1 Road Easement to Buyer*

Phase I Road Easement Retained by Seller*

Phase 1 Real Property

Phase 2 Real Property

Parcels

* Location approximate, subject to survey.

Existing CE

Phase 1 CE Addition (Part of Phase 1 Real Property)

Phase 1 CE Release (Part of Phase 2 Real Property)



Map Date: 9/16//2014
 Source: Sonoma Co GIS (parcels); NASA/UMD/WSI 2013 (image)
 This map is for illustrative purposes only and not intended to be a definitive property description.

EXHIBIT C

DESCRIPTION OF PHASE TWO REAL PROPERTY

Legal description to be provided by Fidelity National Title Company

EXHIBIT D

CERTIFICATE OF NON-FOREIGN STATUS
(FIRPTA AFFIDAVIT)

Section 1445 of the Internal Revenue Code provides that a transferee of U.S. real property interest must withhold tax if _____, (“Seller”) is a foreign person. To inform the _____ (“Buyer”) that withholding of tax is not required upon the disposition of the Property, the undersigned hereby certifies the following:

3. I am not a resident alien for purposes of U.S. income taxation; and
2. The U.S. taxpayer identification number (Social Security number) for Seller is _____; and
4. My home address is _____; and
5. I agree to inform Buyer promptly if I become a nonresident alien at any time during the three years immediately following the date of this notice.

I understand that this certification may be disclosed to the Internal Revenue Service by the Buyer and that any false statement made herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT E

DESIGNATION AGREEMENT

(Escrow No. _____)

This DESIGNATION AGREEMENT (the "Agreement") is entered into by and between F.R.A.N.C.E.Z. LLC ("Seller"), The Sonoma County Agricultural Preservation and Open Space District ("Buyer") and Fidelity National Title Company – Santa Rosa ("Title Company") as of 2014, (the "Effective Date").

I. RECITALS

A. Pursuant to that certain Property Purchase Agreement entered into by and between Seller and Buyer, dated _____, 20__ (the "Purchase Agreement"), Seller has agreed to sell to Buyer, and Buyer has agreed to buy from Seller, that certain real property located in unincorporated Healdsburg, CA California, and described more fully on attached Exhibit A (the "Property") (The purchase and sale of the Property pursuant to the Purchase Agreement is sometimes referred to below as the "Transaction").

B. Section 6045(e) of the United States Internal Revenue Code and the regulations promulgated thereunder (collectively, the "Reporting Requirements") require an information return to be made to the United States Internal Revenue Service, and a statement to be furnished to Seller, in connection with the Transaction.

C. Pursuant to the Purchase Agreement, an escrow has been opened with Title Company through which the Transaction will be or is being closed. Title Company is either (i) the person responsible for closing the Transaction (as described in the Reporting Requirements) or (ii) the disbursing title or escrow company that is most significant in terms of gross proceeds disbursed in connection with the Transaction (as described in the Reporting Requirements).

D. Seller, Buyer and Title Company desire to designate Title Company as the "Reporting Person" (as defined in the Reporting Requirements) with respect to the Transaction as permitted by Treas. Reg. §1.6045-4(e)(5).

II. AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller, Buyer and Title Company agree as follows:

1. Title Company is hereby designated as the Reporting Person for the Transaction. Title Company shall perform all duties that are required by the Reporting Requirements to be performed by the Reporting Person for the Transaction.

2. Title Company hereby requests Seller to furnish to Title Company Seller's correct taxpayer identification number. Pursuant to such request, Seller hereby certifies to Title Company, under penalties of perjury, that Seller's correct taxpayer identification number is _____. Seller acknowledges that any failure by Seller to provide Title Company with Seller's correct taxpayer identification number may subject Seller to civil or criminal penalties imposed by law.

3. The names and addresses of the parties hereto are as follows:

SELLER: F.R.A.N.C.E.Z. LLC
Mr. Edwin Wilson, Esq.
Sayre & Wilson
16107 Healdsburg Avenue
Healdsburg, CA 95448

BUYER: Sonoma County Agricultural Preservation
and Open Space District
747 Mendocino Ave.- Suite 100
Santa Rosa, CA 95401

TITLE COMPANY: Fidelity National Title Company
1309 College Avenue, Suite 100
Santa Rosa, CA 95404

4. Each of the parties hereto shall retain this Agreement for a period of four years following the calendar year during which the date of closing of the Transaction occurs.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

BUYER:
Sonoma County Agricultural
Preservation and Open Space District

SELLER:
F.R.A.N.C.E.Z. LLC

By: _____
William J. Keene
General Manager

By: _____
*Edwin Wilson

Date: _____

Date: _____

City, State: _____

TITLE COMPANY:

By: _____

Name: _____

Date: _____

*By signing, the signatory declares, under penalty of perjury, that he is authorized to execute this Agreement on behalf of the Seller, F.R.A.N.C.E.Z. LLC.

**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN
SPACE DISTRICT AND THE CITY OF HEALDSBURG FOR
THE ACQUISITION AND PRESERVATION OF FITCH
MOUNTAIN**

This Amendment (“Amendment”) modifies that certain Agreement for the Acquisition and Preservation of Fitch Mountain (“Original Agreement”) entered into as of February 4, 2013, by and between the Sonoma County Agricultural Preservation and Open Space District (the "District") and the City of Healdsburg ("City").

R E C I T A L S

A. By action of their respective governing boards on December 10, 2012 and December 11, 2012, the District and City approved the Original Agreement, which was intended to preserve that certain real property comprising approximately 198.7 acres of land in unincorporated Sonoma County near Healdsburg, California, as more specifically described therein and hereinafter referred to as the “Property”; and

B. On December 11, 2012, the District and the Seller of the Property, F.R.A.N.C.E.Z LLC (“Seller”) entered into a purchase agreement to effectuate the purchase and sale of the Property (“Original Purchase Agreement”); and

C. On March 27, 2013, consistent with notice received from the City, District notified Seller that conditions to closing described in the Original Purchase Agreement at Paragraphs 4a, 4b, 4c, and 4d were not satisfied; and

D. The conditions at issue included a number of possible encroachments affecting certain portions of parcels comprising approximately 30.73 acres of the real property subject to the Original Purchase Agreement; and

E. The Seller failed to resolve the encroachments to District and City’s satisfaction and the Original Purchase Agreement expired on or around May 10, 2013; and

F. Since that time, the District has negotiated a new purchase agreement with the Seller, which agreement became effective on June 16, 2014 and was later amended on September 17, 2014 (“Purchase Agreement”), pursuant to which the Property will be acquired in two phases, subject to the terms and conditions of the Purchase Agreement, attached hereto as Exhibit “B-1”;

G. In the first phase (“Phase 1”), the Seller will convey all that certain real property comprising approximately 172.92 acres of land in unincorporated Sonoma County near Healdsburg, California (Assessor Parcel Nos. 087-110-012 as modified by that certain lot line adjustment to be accomplished by Seller prior to the Phase 1 Closing, 087-044-036; 087-

045-001, 002, 004, 006, 007, & 008; 087-053-005; 087-110-007, 009, 010; 087-120-001; 087-130-002, 003, & 004; 087-140-037 & 038; 087-171-025; 087-181-025; 087-220-001), including all appurtenances thereto, which include, but are not limited to, a road easement which traverses portions of Seller's property that are not subject to the Phase 1 Closing (as defined in the Purchase Agreement), including APNs 087-110-008 and 087-110-011. The easement shall be a 40-foot wide road and utility easement for public recreational use and public park access, including all activities reasonably related thereto, the width of which may be modified pursuant to a judgment in Sonoma County Superior Court Case No. 225412 ("Stratton Claim"), provided that prior to the Phase 1 Closing a survey satisfactory to both District and City demonstrates that the road easement is no less than 25-feet wide at any given point. The foregoing real property and appurtenances are more particularly described in **Exhibit "A-1"** and are depicted in **Exhibit "J"** as the "Phase 1 Real Property" and the "Phase 1 Road Easement" (collectively hereinafter the "Phase 1 Real Property"); and

H. City acknowledges that, at the Phase 1 Closing (as defined in the Purchase Agreement), Seller will retain an access road and utility easement up to 40 feet in width over APN 087-110-010 and APN 087-110-009 benefitting APN 087-110-011 and APN 087-110-008 in the location depicted on **Exhibit "J"** as "Seller's Reserved Access Easement" and that the reservation of this easement will be accomplished via a deed restriction or easement deed in a form acceptable to District and City; and

I. In the second phase ("Phase 2"), the Seller will convey any or all of that certain real property comprising approximately 25.75 acres of land in unincorporated Sonoma County near Healdsburg, California (Assessor Parcel Nos. 087-110-012 (ptn), 087-110-011, 087-110-008, 087-181-024, 087-191-022, 087-171-026) as more particularly described in **Exhibit "A-1"** and as depicted in **Exhibit "J"** as the "Phase 2 Real Property" (the "Phase 2 Real Property"); and

J. Subject to the terms and conditions of this Amendment, City remains willing to take title to the Property, or any lesser portion thereof as may be conveyed under the terms of the Purchase Agreement, and to devote it to use as an open space preserve with low-intensity public outdoor recreational values, subject to a conservation easement held by the District; and

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the District and City agree as follows:

A G R E E M E N T

1. The foregoing recitals are true and correct.
2. **Exhibit "A"** to the Original Agreement is hereby replaced with **Exhibit "A-1,"** attached hereto.
3. **Exhibit "B"** to the Original Agreement is hereby replaced with **Exhibit "B-1,"**

attached hereto.

4. **Exhibit “C”** to the Original Agreement is hereby replaced with **Exhibit “C-1,”** attached hereto.

5. **Exhibit “J”** is hereby added to the Original Agreement.

6. The parties agree to modify the legal descriptions for the following instruments to include only the Phase 1 Real Property for the purposes of the Phase 1 Closing (as defined in the Purchase Agreement): the Covenant (**Exhibit “D”** to the Original Agreement), the Irrevocable Offer of Dedication to the District from the City (**Exhibit “E”** to the Original Agreement), and the Irrevocable Offer of Dedication to the City from Landpaths (**Exhibit “F”** to the Original Agreement).

7. The “Interim Period” as defined in Paragraph 2 of the Original Agreement shall be redefined as the period between the Effective Date of this Agreement and the Phase 1 Closing date (as defined in the Purchase Agreement).

8. The “Closing Date” as defined in Paragraph 2 of the Original Agreement shall be redefined as the Phase 1 Closing date (as defined in the Purchase Agreement).

9. All references to the “Property” in the Original Agreement shall be construed to include the Phase 1 Real Property and the Phase 2 Real Property.

10. All terms used in this Amendment as defined terms shall have the definition supplied herein or, if none is supplied, such definition shall be as supplied in the Original Agreement.

11. Paragraph 3(a) of the Original Agreement shall be modified as follows:

a. Due Diligence. During the first 140 days of the term of the Purchase Agreement as to the Phase 1 Real Property and during the first 700 days of the term of the Purchase Agreement as to the Phase 2 Real Property (jointly hereinafter the “Due Diligence Period”), the City will undertake whatever measures it deems necessary or appropriate to facilitate a timely transfer of the Property, as contemplated herein, including completion of any due diligence investigations of the Property that it deems necessary and appropriate. During the applicable Due Diligence Period for any portion of the Property, if the City discovers conditions or circumstances that were not known, anticipated or foreseen at the time of execution of this Agreement that create an unreasonable risk of harm to persons or property, or create unreasonable liability for the City as owner of the Property (collectively “Unacceptable Conditions”), the City shall notify the District of such Unacceptable Conditions as soon as

practicable, but not later than ten (10) days after their discovery or, as to conditions discovered prior to the effective date of the Purchase Agreement (June 16, 2014), not later than September 19, 2014. The Parties shall thereafter attempt, in good faith, to address and resolve the same. The City's obligation to accept fee title to the Property shall be subject to either (1) no such conditions or circumstances having been discovered by the City during or prior to the applicable Due Diligence Period, or (2) such conditions or circumstances having been addressed and resolved to the satisfaction of the City. Should City fail to notify the District any Unacceptable Conditions prior to the expiration of the applicable Due Diligence Period, City's obligation to accept fee title shall be subject to only such conditions as are explicitly provided in this Agreement.

12. Paragraph 4(c) of the Original Agreement shall be modified as follows:

c. Conditions to Closing. District shall notify the City of any unsatisfied condition to closing specified in the Purchase Agreement that District discovers within five (5) days of its discovery or, as to conditions discovered prior to the effective date of the Purchase Agreement (June 16, 2014), not later than September 19, 2014. Any and all notices that District is required to give to Seller pursuant to Paragraph 5 of the Purchase Agreement shall be given concurrently to City. District shall not accept any exceptions to title, or decide to proceed with the purchase and take the Property subject to such exceptions, without obtaining City's express consent thereto. If District desires to waive a condition to closing that the City does not want to waive, then the parties will meet and confer about the matter within five (5) days of District's notice of its intended waiver. The City and District may pursue all remedies available under the Purchase Agreement for the satisfaction or waiving of a condition, provided, however, that if City and District cannot reach agreement with regard to the satisfaction or waiving of a condition to closing, City agrees District may, in its sole discretion, refuse to consummate the purchase of the Property, in which case District may terminate this Agreement.

13. A new Paragraph 16 shall be added as follows:

16. *Phase 2 Particulars.*

a. Obligation to Accept Phase 2 Property in Accordance with Purchase Agreement. The City agrees to accept any and all of the Phase 2 Real Property when all conditions to closing provided in Paragraph 5 of the Purchase Agreement are satisfied or waived by the City with respect to any or all of the parcel(s) which comprise the Phase 2 Real Property. In connection with this provision, the City agrees that its obligation to accept any of the Property shall not be limited by Paragraph 5(a) of the Purchase Agreement, which is intended for the sole benefit of the District.

b. Update to Legal Descriptions. The City and District agree to amend the legal descriptions for the real property subject to the following instruments to ensure that all Phase 2 Real Property is encompassed within such instruments once it is acquired pursuant to the Purchase Agreement: the Conservation Easement, the Covenant, the Irrevocable Offer of Dedication to the District from the City, and the Irrevocable Offer of Dedication to the City from Landpaths. The City further agrees to update its Acceptance of the Irrevocable Offer of Dedication to the City from Landpaths to refer to the more recently recorded Offer to Dedicate made to it by Landpaths in accordance with this section.

14. Except to the extent the Original Agreement is specifically amended or supplemented hereby, the Original Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate, or otherwise affect any provision of the Original Agreement or any right of either party arising thereunder.

15. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date of the last signature below, however the Effective Date of this Amendment is September 2, 2014.

APPROVED:

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE
DISTRICT

President, Board of Directors

Date: _____

ATTEST:

Clerk of the Board of Directors

APPROVED:

THE CITY OF
HEALDSBURG

City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

County Counsel

City Attorney

RECORDING REQUESTED BY AND
RETURN TO:

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



1994 0106859 1

OFFICIAL RECORDS OF
SONOMA COUNTY
BERNICE A. PETERSON

AT REQUEST OF:

09/15/1994

FEE: \$

TT: \$

FIRST AMERICAN TITLE

08:00:00

PGS: 19

.00 PAID

DEED AND AGREEMENT
BY AND BETWEEN
ZELMA RATCHFORD
AND
THE SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT
CONVEYING A CONSERVATION EASEMENT
AND
ASSIGNING DEVELOPMENT RIGHTS

Zelma Ratchford (hereinafter GRANTOR), and the Sonoma County Agricultural Preservation and Open Space District, a public agency formed pursuant to the provisions of Public Resources Code sections 5500 et seq. (hereinafter DISTRICT), agree as follows:

RECITALS

1. GRANTOR is the owner in fee simple of certain property (hereinafter "the Property") located in Sonoma County and more particularly described in Exhibit A, attached hereto.

2. In 1990 the voters of Sonoma County approved the creation of DISTRICT and the imposition of a transactions and use tax by the Sonoma County Open Space Authority ("the Authority"). The purpose for the creation of DISTRICT and the imposition of the tax by the Authority was to preserve agriculture and open space by acquiring interests in appropriate properties from willing sellers in order to meet the mandatory requirements imposed on the County and each of its cities by Government Code sections 65560 et seq. and by the open space elements of their respective general

plans. In order to accomplish that purpose, DISTRICT entered into a contract with the Sonoma County Open Space Authority whereby in consideration of that entity financing DISTRICT's acquisitions, DISTRICT agreed to and did adopt an Acquisition Program that was in conformance with the Authority's Expenditure Plan.

3. In October 1992 DISTRICT's General Manager and GRANTOR entered into negotiations for the acquisition by DISTRICT of a conservation easement in the Property. Those negotiations culminated in July 1994 in an agreement which is memorialized by this writing.

4. On August 2, 1994, the Authority in its Resolution Number 94-56, determined pursuant to Government Code section 65402 and Sonoma County Ordinance No. 4336 that the acquisition of a conservation easement in the Property was consistent with the 1989 Sonoma County General Plan (specifically the Plan's Agricultural Resources and Open Space elements) because the Property is situated in the vicinity of the Russian River riparian corridor, and is within the viewshed of the Highway 101 scenic corridor.

5. DISTRICT has the authority to acquire conservation easements by virtue of Public Resources Code section 5540 and possesses the ability and intent to enforce the terms of this Agreement.

AGREEMENTS

1. **Purpose.** It is the purpose of this Agreement to preserve the open space, natural and scenic values of the Property and to prevent any uses of the Property that will significantly impair or interfere with those values. This purpose, as further defined by the provisions of this Agreement, is generally referred to collectively herein as "the conservation purposes of this Agreement." GRANTOR intends that this Agreement will confine the uses of the Property to the following, which are consistent with the purpose of this Agreement: management and conservation of natural resources.

2. **Grant and Acceptance of Conservation Easement and Assignment of Development Rights.** Pursuant to the common and statutory law of the State of California including the provisions of Civil Code sections 815 to 816, inclusive, GRANTOR hereby grants to DISTRICT and DISTRICT accepts, for the purposes set forth in Recital No. 2, a

conservation easement in the Property and assigns all development rights associated with the Property, subject to the provisions set forth in this Agreement. A description of the existing improvements on the Property, as of the effective date of this Agreement, is set forth in Exhibit D, attached hereto and incorporated herein by reference.

3. **Affirmative Rights of DISTRICT.** The affirmative rights conveyed to DISTRICT are the following:

a. To identify, to preserve, and to protect in perpetuity the open space, natural, and scenic values of the Property.

b. To enter upon the Property and to inspect, observe, and study the Property for the purposes of (i) identifying the current uses and practices thereon and the baseline condition thereof, and (ii) monitoring the uses and practices regarding the Property to determine whether they are consistent with this Agreement. Such entry shall be permitted at least once a year at reasonable times, upon twenty-four hour prior notice to GRANTOR, and shall be made in a manner that will not unreasonably interfere with the proper uses and practices regarding the Property. Each entry shall be for only so long a duration as is reasonably necessary to achieve the purposes of this paragraph 3, but not necessarily limited to a single physical entry during a single twenty-four hour period.

c. To enforce the rights herein granted and to prevent or stop, by any legal means, any activity or use of the Property which, in the judgment of DISTRICT, is inconsistent with this Agreement and to require restoration of such areas or features as may be damaged by such activities. However, it is the intention of the parties to this Agreement not to limit GRANTOR's discretion to employ its choice of management practices so long as those uses and practices are consistent with the conservation purposes of this Agreement. Except as expressly provided herein, GRANTOR retains exclusive access to and use of the Property.

d. GRANTOR consents to the County of Sonoma placing the Property in a zoning classification that is consistent with the terms of this Agreement.

4. **GRANTOR's Use of the Property.** This Agreement shall confine the uses of the Property to the management and preservation of natural resources and the other uses which are described herein. Examples

of uses and practices regarding the Property which are consistent with the conservation purpose of this Agreement, and which are hereby expressly permitted, are set forth in Exhibit "B," attached hereto and incorporated herein by this reference. Examples of uses and practices regarding the Property which are inconsistent with the conservation purpose of this Agreement, and which are hereby expressly forbidden, are set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The uses and practices set forth in both Exhibits "B" and "C" are not necessarily exhaustive recitals of consistent and inconsistent activities, respectively. They are set forth both to establish specific permitted and prohibited activities and to provide guidance in determining the consistency of other activities with the conservation purpose of this Agreement.

The parties acknowledge that under current applicable zoning regulations of the County of Sonoma the Property is classified as follows: Sonoma County Assessor's Parcel Numbers 087-181-001, 087-181-003, 087-191-004, 087-191-006 087-191-022, 087-191-028 and 087-191-029, (as shown on the 1992-93 Assessor's Roll), are designated "Rural Residential-B8".

A more complete description of the applicable zoning regulations will be included in the Baseline Documentation required by paragraph 10 of this Agreement. GRANTOR retains no development rights in the Property that are not expressly reserved to them by this Agreement. DISTRICT shall have the right to use, sell, or otherwise benefit from the development rights owned by it in accordance with applicable law.

5. **Approval Criteria** Prior to undertaking any action which requires DISTRICT's approval (as provided in Exhibits "B" and "C") or which might have an adverse impact upon the conservation purposes of this Agreement, GRANTOR shall solicit the approval of DISTRICT. In such cases, DISTRICT's approval or consent shall be based upon compliance with the provisions of this Agreement, the capability of the proposed action to preserve and enhance the conservation purpose of this Agreement, the manner in which the proposed action is to be carried out, the likely effect of the proposed action upon the conservation purpose of this Agreement, and on any other basis which DISTRICT shall reasonably determine to be in furtherance of the purpose of this Agreement. Approval or disapproval shall be within the sole discretion of DISTRICT and may only be granted upon conditions which tend to further the purpose of this Agreement.

6. **Written Approval Process.** In the event that GRANTOR desires to solicit the approval or consent of DISTRICT pursuant to this Agreement, GRANTOR shall submit a written description of the proposed action. DISTRICT shall issue its written approval, disapproval, consent, or refusal of the consent, within sixty (60) calendar days of the receipt of GRANTOR's written request. Upon the completion of any such action on the Property, DISTRICT shall, at the request of GRANTOR, inspect the Property and, if the action was performed in accordance with the terms of this Agreement and the approvals or consents issued by DISTRICT hereunder, issue a certificate to that effect, dated as of the time of inspection. GRANTOR understands that any oral approval or oral representation made by DISTRICT, its officers, employees or agents, does not meet the requirements of this paragraph, does not otherwise bind or commit DISTRICT and may not reasonably be relied on by GRANTOR to its detriment. To that end GRANTOR agrees that no oral approval or oral representation made by DISTRICT, its officers, employees or agents, or understood by GRANTOR to have been made by DISTRICT its officers, employees or agents, shall be used by GRANTOR to assert that DISTRICT is, in any way, estopped or has made an election or has waived any provision of this Agreement.

7. **Costs and Liabilities Related to the Property.**

a. GRANTOR agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property and does hereby indemnify and hold DISTRICT harmless therefrom. Without limiting the foregoing, GRANTOR agrees to pay any and all real property taxes and assessments levied by competent authority on the Property. GRANTOR shall be solely responsible for any costs related to the maintenance of general liability insurance covering acts on the Property. DISTRICT shall have no responsibility whatever for the operation of the Property, the monitoring of hazardous conditions thereon, or the protection of GRANTOR, the public, or any third parties from risks relating to conditions on the Property, GRANTOR hereby indemnifying and holding DISTRICT harmless from and against any damage, liability, claim, or expense (including attorneys' fees) relating to such matters. Without limiting the foregoing, DISTRICT shall not be liable to GRANTOR or any other person or entity in connection with consents given or withheld hereunder, or in connection with any entry upon the Property occurring pursuant to this Agreement, or on account of any claim, liability, damage, or expense suffered or incurred by or threatened against GRANTOR or any

other person or entity, except as such claim, liability, damage, or expense is the result of DISTRICT's negligence, gross negligence, or intentional misconduct.

b. Notwithstanding any other provision of this Agreement to the contrary, the parties do not intend and this Agreement shall not be construed such that (1) it creates in DISTRICT the obligations or liabilities of an "owner" or "operator" as those words are defined and used in environmental laws, as defined below, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, sections 9601 *et seq.* and hereinafter "CERCLA") or (2) DISTRICT has the right to investigate and remediate any hazardous materials, as defined below, associated with the Property, or (3) DISTRICT has any control over GRANTOR's ability to investigate and remediate any hazardous materials associated with the Property. GRANTOR represents, warrants and covenants to DISTRICT that GRANTOR's use of the Property shall comply with all environmental laws as that phrase is defined below. For the purposes of this Agreement:

i. The term "hazardous materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Hazardous Materials Transportation Act, as amended (49 United States Code sections 1801 *et seq.*), the Resource Conservation and Recovery Act of 1976, as amended (42 United States Code sections 6901 *et seq.*), sections 25117 and 25316 of the California Health & Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after this date.

ii. The term "environmental laws" includes, without limitation, any federal, state, local or administrative agency statute, regulation, rule, ordinance, order or requirement relating to environmental conditions or hazardous materials.

8. **Public Access to the Property.** Nothing contained herein shall be construed as affording the public access to any portion of the Property subject to this Agreement. Nothing in this Agreement shall be construed to preclude GRANTOR's right to grant access to third parties across the

Property, provided that such access is allowed in a reasonable manner and is not inconsistent with the conservation purpose of this Agreement.

9. **Interpretation and Construction.** To the extent that this Agreement may be uncertain or ambiguous such that it requires interpretation or construction, then it shall be interpreted and construed in such a way that meets the conservation purpose of this Agreement and the public policy goals referenced in recital no. 2. It is the intention of the parties that any interpretation or construction shall promote the conservation purpose of this Agreement. If any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Agreement and the application of such provisions to persons or circumstances, other than those as to which it is found to be invalid, shall not be affected thereby.

10. **Baseline Documentation for Enforcement.** DISTRICT acknowledges by acquisition of the rights granted and assigned by this Agreement that the present uses of the Property are compatible with the conservation purpose of this Agreement. In order to establish the present condition of the Property's protected values, DISTRICT will prepare Baseline Documentation within six months after recording this Agreement, which will be maintained on file with DISTRICT and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Agreement. The parties agree that the Baseline Documentation, following its approval by GRANTOR, provides collectively an accurate representation of the Property at the time of the execution of this Agreement. GRANTOR and DISTRICT recognize that changes in economic conditions, in natural resource management practices, and in the situation of GRANTOR may dictate an evolution of natural resources management of the Property, consistent with the conservation purpose of this Agreement.

11. **Remedies for Breach.** In the event of a violation of any term, condition, covenant, or restriction contained in this Agreement, DISTRICT may, following notice to GRANTOR, and the expiration of any cure period provided therein, institute a suit to enjoin and/or recover damages for such violation. The notice shall be a general written notification of the condition claimed by the DISTRICT to be a violation that is either mailed or delivered by DISTRICT to GRANTOR. Subject to the limitations contained in paragraph 7(b) of this Agreement, DISTRICT may take such other action as it deems necessary to insure compliance with the terms,

conditions, covenants, and purposes of this Agreement.

Any failure by DISTRICT to act shall not be deemed a waiver or forfeiture of DISTRICT's right to enforce any term, condition, covenant, or purpose of this Agreement in the future.

Inasmuch as the actual damages which would result from the loss of the values associated with the conservation purpose of this Agreement and caused by its breach by GRANTOR are uncertain and would be impractical or extremely difficult to measure, the parties agree that the damages allowed by Civil Code section 815.7(c) shall be measured as follows:

(a) for an improvement, prohibited by this Agreement, an amount equal to the product of:

- i. the market value of the improvement,
- ii. the length of time that the improvement exists on the Property, commencing with DISTRICT's notice, and
- iii. the then current rate for post judgment interest;

and

(b) for a change in use prohibited by this Agreement, whether or not it involves an improvement, an amount equal to any economic gain realized by GRANTOR, commencing with DISTRICT's notice, because of the change in use.

If DISTRICT, in its notice to GRANTOR, demands that GRANTOR remove an improvement, discontinue a use or both and claims the damages allowed by Civil Code section 815.7(c), then GRANTOR may elect to mitigate damages by fully complying with DISTRICT's notice. In the event of such full and timely compliance, DISTRICT shall not be entitled to damages for the breach specified in the notice. In the event of litigation arising out of the notice, brought either by GRANTOR or by DISTRICT, in which GRANTOR prevails and where GRANTOR has fully complied with the notice within the times set forth therein, then GRANTOR shall be entitled to economic damages; provided that neither DISTRICT nor GRANTOR shall be entitled to damages where DISTRICT

has not claimed damages in its notice.

The remedies set forth in this paragraph 11 are not intended to displace any other remedy available to either party as provided by this Agreement, Civil Code sections 815 et seq. or any other applicable law.

12. **Acts Beyond GRANTOR's Control.** Nothing contained in this Agreement shall be construed to entitle DISTRICT to bring any action against GRANTOR for any injury to or change in the Property resulting from causes beyond GRANTOR's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by GRANTOR under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes so long as such action, to the extent that GRANTOR has control, is designed and carried out in such a way as to further the conservation purpose of this Agreement.

13. **Agreement to Bind Successors.** The conservation easement herein granted and the assignment of development rights shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind GRANTOR, its heirs, personal representatives, lessees, executors, successors, and assigns forever. The parties intend that this Agreement shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California, including, *inter alia*, Civil Code sections 815-816.

14. **Condemnation.** In the event that the Property or some portion thereof is condemned for public use by an entity other than DISTRICT, the market value for purposes of just compensation shall be determined as though this Agreement did not exist and GRANTOR and DISTRICT shall share the compensation on the following basis: GRANTOR 9% and DISTRICT 91%. These percentages are derived from the ratio of the price paid for the conservation easement to the appraised value of the property before being encumbered by the conservation easement. In the apportionment of the proceeds from an eminent domain proceeding, an adjustment shall be made in GRANTOR's favor for any increase in value after the date of this Agreement that is attributable to improvements; provided such increase in value is earned through GRANTOR's efforts and is not the result of value added by this easement, the passage of time or other passive means; and provided, further, that such increase in value is not the

result of activities constituting a breach of this Agreement.

15. **Subsequent Deeds and Leases.** GRANTOR agrees that a clear reference to this Agreement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Property (including but not limited to a leasehold interest) is conveyed, that GRANTOR will attach a copy of this Agreement to any such instrument, and that GRANTOR will notify DISTRICT in writing ten (10) days prior to any such conveyance. These obligations of GRANTOR shall not be construed as a waiver or relinquishment by DISTRICT of the rights created in favor of DISTRICT by paragraph 13 of this Agreement.

16. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To GRANTOR: Zelma Ratchford, Trustee
P.O. Box 275
Healdsburg, CA 95448

To DISTRICT: David Wm. Hansen, General Manager
Sonoma County Agricultural Preservation
and Open Space District
415 Russell Avenue
Santa Rosa, CA 95403

or to such other address as either party from time to time shall designate by written notice to the other. Notice, if mailed, shall be deemed to have been given upon the day following the day shown on the postmark of the envelope in which such notice is mailed.

17. **Successors and Assigns.** The terms GRANTOR and DISTRICT wherever used herein, and any pronouns used in place thereof, shall mean and include the above-named GRANTOR and its heirs, personal representatives, lessees, executors, successors, and assigns, including any person claiming under them, and the above-named DISTRICT and its successors and assigns, respectively.

18. **Integration.** This Agreement is the final and complete expression of the Agreement between the parties and any and all prior or

contemporaneous agreements written or oral are merged into this written instrument.

19. Estoppel Certificates. DISTRICT shall, at any time during the existence of the Agreement, upon not less than thirty (30) days' prior written notice from GRANTOR, execute and deliver to GRANTOR a statement in writing, certifying that Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification) and acknowledging that there is not, to DISTRICT's knowledge, any default by GRANTOR hereunder, or, if DISTRICT alleges a default by GRANTOR, specifying such default.

IN WITNESS WHEREOF, GRANTOR and DISTRICT have executed this Agreement this 18th day of August, 1994.

GRANTOR:

Zelma A Ratchford
ZELMA RATCHFORD

GRANTEE:

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE
DISTRICT

By: Michael Cale
Michael Cale
President of the Board of Directors

ATTEST:

Eeve T Lewis
EEVE T. LEWIS, County Clerk and
ex-officio Clerk of the Board of
Directors

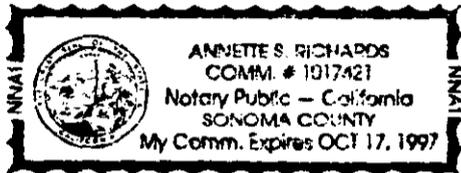
State of California

County of Sonoma

On Aug. 18, 1994 before me, Annette S Richards
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared 3elma Ratchford
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Annette S Richards

SIGNATURE OF NOTARY

DESCRIPTION OF ATTACHED DOCUMENT

DESCRIPTION OF DOCUMENT (OPTIONAL)

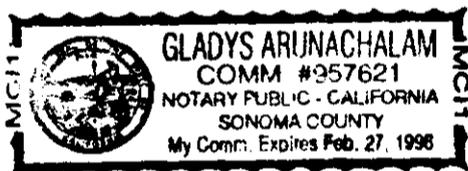
State of California

County of Sonoma

On 9-7-94 before me, Gladys Arunachalam, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Michael Cole
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Gladys Arunachalam

SIGNATURE OF NOTARY

DESCRIPTION OF ATTACHED DOCUMENT

Deed + Agreement
DESCRIPTION OF DOCUMENT (OPTIONAL)

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL ONE

Lots 7 and 8, Block H, as shown on that certain map entitled "Map of Subdivision of a portion of Camp Rose, Healdsburg", filed in the office of the County Recorder of Sonoma County, State of California, on October 8, 1908, in Book 21 of Maps at Page 6.

A. P. No. 087-181-001

PARCEL TWO

Lots 1 and 7, Block I, as shown on that certain map entitled "Map of Subdivision of a portion of Camp Rose, Healdsburg", filed in the office of the County Recorder of Sonoma County, State of California, on October 8, 1908, in Book 21 of Maps at Page 6.

A. P. No. 087-181-003

PARCEL THREE

Lots 3, 4, and 5, Block L, as shown on that certain map entitled "Map of Subdivision of a portion of Camp Rose, Healdsburg", filed in the office of the County Recorder of Sonoma County, State of California, on October 8, 1908, in Book 21 of Maps at Page 6.

A. P. No. 087-191-028

PARCEL FOUR

Lots 1 and 2, Block L, as shown on that certain map entitled "Map of Subdivision of a portion of Camp Rose, Healdsburg", filed in the office of the County Recorder of Sonoma County, State of California, on October 8, 1908, in Book 21 of Maps at Page 6.

A. P. No. 087-191-029

PARCEL FIVE

Lots 25 and 26, Block L, as shown on that certain map entitled "Map of Subdivision of a portion of Camp Rose, Healdsburg", filed in the office of the County Recorder of Sonoma County, State of California, on October 8, 1908, in Book 21 of Maps at Page 6.

A. P. No. 087-191-004

PARCEL SIX

Lots 22 and 23, Block L, as shown on that certain map entitled "Map of Subdivision of a portion of Camp Rose, Healdsburg", filed in the office of the County Recorder of Sonoma County, State of California, on October 8, 1908, in Book 21 of Maps at Page 6.

A. P. No. 087-191-006

PARCEL SEVEN

Being a portion of the lands of Ratchford described as Parcel Eight in the deed recorded as Document No. 81060060, Sonoma County Records, more particularly described as follows:

Beginning at the northwest corner of Lot 28, Block L of Camp Rose as filed in Book 21 of Maps at Page 3, Sonoma County Records. Thence from said POINT OF BEGINNING along the northerly boundary of said Camp Rose, S 67°30' E, a distance of 322.50 feet; thence S 41°36' E, a distance of 232.05 feet; thence S 83°10' E, a distance of 230.00 feet; thence N 50°30' E, a distance of 107.83 feet; thence N 80°18' E, a distance of 436.03 feet; thence S 54°58' E, a distance of 110.65 feet; thence S 37°40' E, a distance of 125.27 feet to the most easterly corner of Lot 7, Block H of said Camp Rose; thence leaving the north line of said Camp Rose, N 52°20' E, a distance of 50.00 feet; thence N 37°40' W, a distance of 132.88 feet; thence N 54°58' W, a distance of 138.83 feet; thence S 80°18' W, a distance of 469.91 feet; thence S 50°30' W, a distance of 99.74 feet; thence N 83°10' W, a distance of 189.63 feet; thence N 41°36' W, a distance of 224.57 feet; thence N 67°30' W, a distance of 352.69 feet to the northwest corner of the hereinabove mentioned Parcel 8; thence S 2°00' W, a distance of 53.38 feet to the POINT OF BEGINNING.

A.P. No 87-191-22
87-181-21 (ptn)

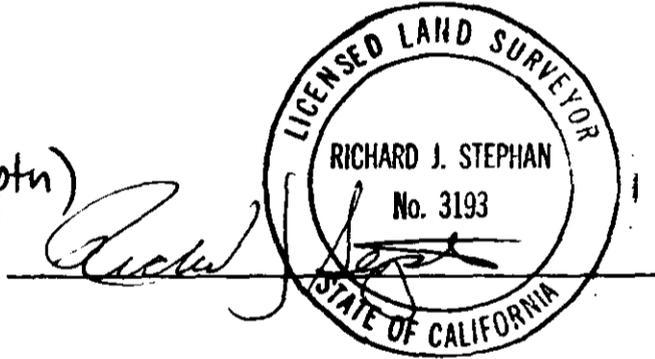


EXHIBIT " B "

PERMITTED USES AND PRACTICES

The following uses and practices, though not necessarily an exhaustive recital of consistent uses and practices, are permitted under this Agreement, and they are not to be precluded, prevented, or limited by this Agreement, provided that they are undertaken in accordance with the terms and provisions of this Agreement and that all applicable governmental approvals and permits are properly obtained:

1. To use or lease the Property consistent with the conservation purpose of this Agreement.

2. To maintain and repair existing fences, protection roads, and other improvements on the Property. Additional boundary fencing deemed by GRANTOR to be reasonably necessary may be constructed without DISTRICT's consent. Such fencing to consist of barbless wire. In the event of destruction, deterioration, or obsolescence of any improvements, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this Paragraph, GRANTOR may replace same with ones of similar size, function, capacity and location.

3. To utilize the Property for non-intrusive recreational or educational purposes which include, but are not limited to, hiking, horseback riding and nature study, and which require no significant surface alteration or other development of the land.

4. To undertake conservation practices that promote soil stabilization and reduce erosion in accordance with sound, generally accepted practices. Approval of DISTRICT is required when conservation practices include using significant amounts of materials such as rock and concrete.

5. To undertake wildfire management plans in order to control and maintain vegetation to lower the risk of wildfire. Such methods may include prescriptive burning, firebreak construction and limited tree and brush removal. Plans shall be reviewed by DISTRICT and shall be acceptable to the California Department of Forestry and Fire Protection or appropriate local fire protection entity.

6. To place signage on the Property, the size of each such sign not to exceed one square foot in size.

7. To continue use in accordance with easements of record granted prior to this Agreement. Modifications to pre-existing easements and subsequent easement requests require the approval of DISTRICT.

8. To remove invasive, non-native plant species that threaten or impede the growth of native plant species. To remove feral, non-native animal species that threaten the protected values of the Property.

9. To convey all or a portion of the Property to the City of Healdsburg, or other willing park or open space entity (hereinafter GRANTEE), for the purpose of a park. In the event of such conveyance, the GRANTEE may construct, reconstruct or replace improvements consistent with park usage, with the express prior written approval of DISTRICT.

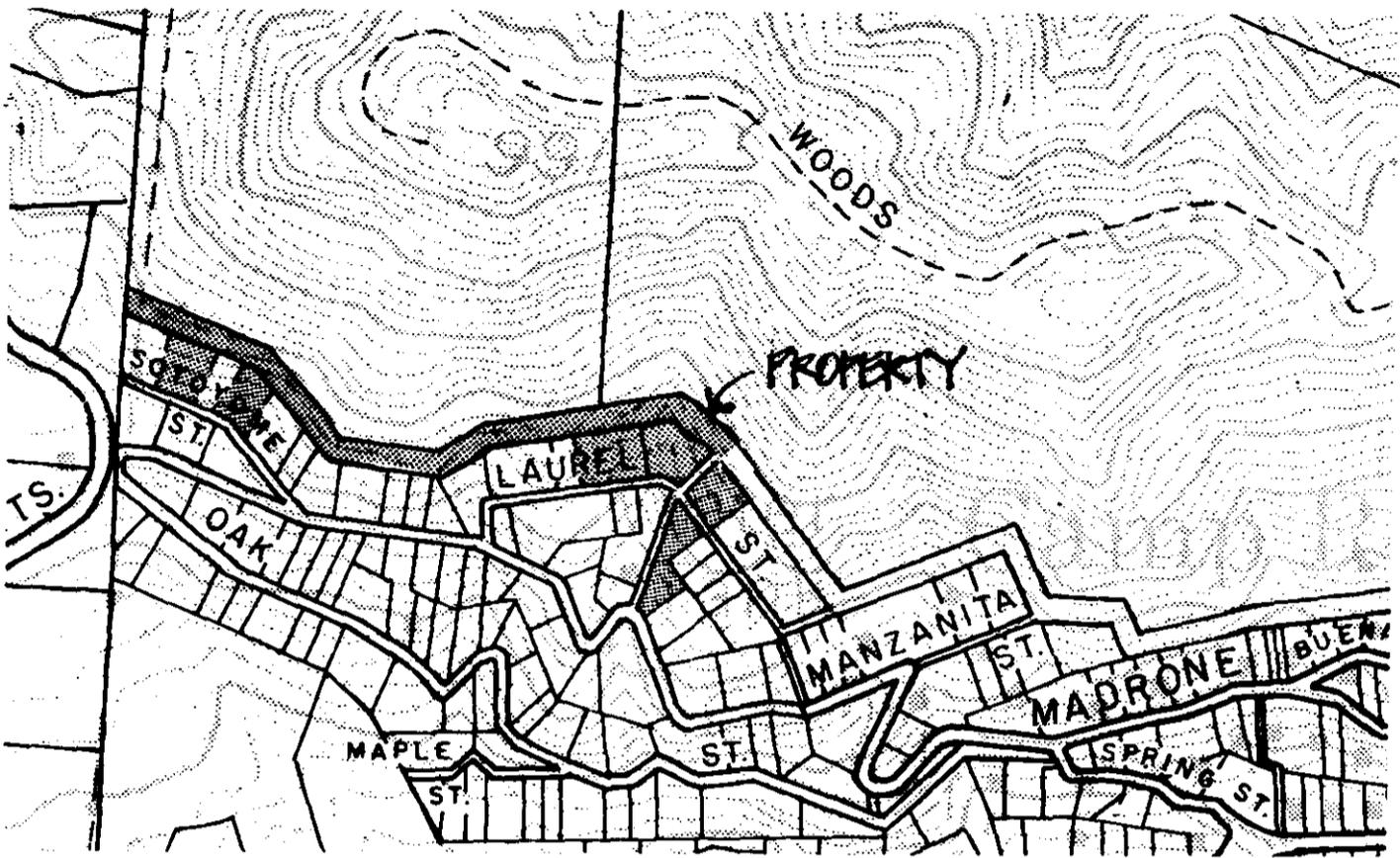
EXHIBIT " C "

PROHIBITED USES AND PRACTICES

The following uses and practices, though not necessarily an exhaustive recital of inconsistent uses and practices, are inconsistent with the purposes of this Agreement and shall be prohibited upon or within the Property:

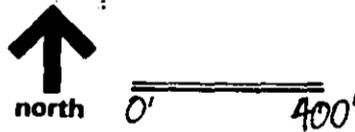
1. The impairment of the conservation purposes of the Agreement, except as otherwise expressly provided in this Agreement.
2. The establishment of any residential, agricultural, commercial or industrial use.
3. The construction, placement, or erection of any sign or billboard on the Property, except as provided in Paragraph 6 of Exhibit "B".
4. The construction, reconstruction, or replacement of any improvement except as provided in Paragraph 2 of Exhibit "B".
5. The division, subdivision, or de facto subdivision of the Property, except as provided in Paragraph 9 of Exhibit "B"; provided however, that the voluntary conveyance of all or a portion of the Property to a government or non-profit entity exclusively for conservation or public access purposes, shall not be prohibited by this Paragraph.
6. The use of motorized vehicles, except by GRANTOR or others under GRANTOR'S control, for permitted property management activities, for inspections by DISTRICT, for fire control, for emergency purposes and for uses pursuant to deeded rights that pre-date this Agreement. Any use of motorized vehicles off roadways is prohibited except when necessary for the above stated purposes.
7. The relocation of any roadway; provided however, that DISTRICT shall consent to the construction of any roadway that is planned to minimize the impact on the open space and natural features of the Property.
8. The dumping or accumulation of trash, ashes, garbage, waste, inoperative vehicles, or other unsightly or offensive material on the Property.
9. The above ground installation of new utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related activities and equipment.
10. The exploration for, or development or extraction of, minerals or hydrocarbons by any mining method, surface or otherwise.

EXHIBIT "D"



FITCH MOUNTAIN LOTS

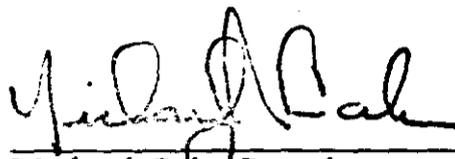
Prepared by Sonoma County Agricultural Preservation and Open Space District



CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the foregoing agreement are hereby accepted by the undersigned pursuant to the authority conferred by Resolution No. 94-1257 of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District dated Aug 30, 1994 and the District consents to the recordation thereof.

Dated: 9-2-94



Michael Cale President

RECORDING REQUESTED BY AND
RETURN TO:

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



1994 0106860 1

OFFICIAL RECORDS OF
SONOMA COUNTY
BERNICE A. PETERSON

AT REQUEST OF:

09/15/1994

FEE: \$
TT: \$

FIRST AMERICAN TITLE

08:00:00

PGS: 20

PAID

DEED AND AGREEMENT
BY AND BETWEEN
THE ZELMA RATCHFORD FAMILY TRUST
AND
THE SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT
CONVEYING A CONSERVATION EASEMENT
AND
ASSIGNING DEVELOPMENT RIGHTS

The Zelma Ratchford Family Trust, created by a declaration of trust dated October 2, 1981 (hereinafter GRANTOR), and the Sonoma County Agricultural Preservation and Open Space District, a public agency formed pursuant to the provisions of Public Resources Code sections 5500 et seq. (hereinafter DISTRICT), agree as follows:

RECITALS

1. GRANTOR is the owner in fee simple of certain property (hereinafter "the Property") located in Sonoma County and more particularly described in Exhibit A, attached hereto.

2. In 1990 the voters of Sonoma County approved the creation of DISTRICT and the imposition of a transactions and use tax by the Sonoma County Open Space Authority ("the Authority"). The purpose for the creation of DISTRICT and the imposition of the tax by the Authority was to preserve agriculture and open space by acquiring interests in appropriate properties from willing sellers in order to meet the mandatory requirements

jpb/ratchfordB.4.eas/8.18.94

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imposed on the County and each of its cities by Government Code sections 65560 et seq. and by the open space elements of their respective general plans. In order to accomplish that purpose, DISTRICT entered into a contract with the Sonoma County Open Space Authority whereby in consideration of that entity financing DISTRICT's acquisitions, DISTRICT agreed to and did adopt an Acquisition Program that was in conformance with the Authority's Expenditure Plan.

3. In October 1992 DISTRICT's General Manager and GRANTOR entered into negotiations for the purchase by DISTRICT of a conservation easement in the Property. Those negotiations culminated in July 1994 in an agreement which is memorialized by this writing.

4. On December 17, 1992 and on July 28, 1994, the Authority in its Resolution Numbers 92-78 and 94-48, respectively, determined pursuant to Government Code section 65402 and Sonoma County Ordinance No. 4336 that the acquisition of a conservation easement in the Property was consistent with the 1989 Sonoma County General Plan (specifically the Plan's Agricultural Resources and Open Space elements) because the Property is situated in the vicinity of the Russian River riparian corridor, and is within the viewshed of the Highway 101 scenic corridor.

5. DISTRICT has the authority to acquire conservation easements by virtue of Public Resources Code section 5540 and possesses the ability and intent to enforce the terms of this Agreement.

AGREEMENTS

1. **Purpose.** It is the purpose of this Agreement to preserve the open space, natural and scenic values of the Property and to prevent any uses of the Property that will significantly impair or interfere with those values. This purpose, as further defined by the provisions of this Agreement, are generally referred to collectively herein as "the conservation purposes of this Agreement." GRANTOR intends that this Agreement will confine the uses of the Property to the following, which are consistent with the purpose of this Agreement: management and conservation of natural resources.

2. **Grant and Acceptance of Conservation Easement and Assignment of Development Rights.** Pursuant to the common and statutory law of the State of California including the provisions of Civil Code sections 815 to 816, inclusive, GRANTOR hereby grants to DISTRICT and DISTRICT accepts, for the purposes set forth in Recital No. 2, a conservation easement in the Property and assigns all development rights associated with the Property, subject to the provisions set forth in this Agreement. A description of the existing improvements on the Property, as of the effective date of this Agreement, is set forth in Exhibit D, attached hereto and incorporated herein by reference.

3. **Affirmative Rights of DISTRICT.** The affirmative rights conveyed to DISTRICT are the following:

a. To identify, to preserve, and to protect in perpetuity the open space, natural, and scenic values of the Property.

b. To enter upon the Property and to inspect, observe, and study the Property for the purposes of (i) identifying the current uses and practices thereon and the baseline condition thereof, and (ii) monitoring the uses and practices regarding the Property to determine whether they are consistent with this Agreement. Such entry shall be permitted at least once a year at reasonable times, upon twenty-four hour prior notice to GRANTORS, and shall be made in a manner that will not unreasonably interfere with the proper uses and practices regarding the Property. Each entry shall be for only so long a duration as is reasonably necessary to achieve the purposes of this paragraph 3, but not necessarily limited to a single physical entry during a single twenty-four hour period.

c. To enforce the rights herein granted and to prevent or stop, by any legal means, any activity or use of the Property which, in the judgment of DISTRICT, is inconsistent with this Agreement and to require restoration of such areas or features as may be damaged by such activities. However, it is the intention of the parties to this Agreement not to limit GRANTOR's discretion to employ its choice of management practices so long as those uses and practices are consistent with the conservation purposes of this Agreement. Except as expressly provided herein, GRANTOR retains exclusive access to and use of the Property.

d. GRANTOR consents to the County of Sonoma placing the Property in a zoning classification that is consistent with the terms of this Agreement.

4. ***GRANTOR's Use of the Property.*** This Agreement shall confine the uses of the Property to the management and preservation of natural resources and the other uses which are described herein. Examples of uses and practices regarding the Property which are consistent with the conservation purpose of this Agreement, and which are hereby expressly permitted, are set forth in Exhibit "B," attached hereto and incorporated herein by this reference. Examples of uses and practices regarding the Property which are inconsistent with the conservation purpose of this Agreement, and which are hereby expressly forbidden, are set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The uses and practices set forth in both Exhibits "B" and "C" are not necessarily exhaustive recitals of consistent and inconsistent activities, respectively. They are set forth both to establish specific permitted and prohibited activities and to provide guidance in determining the consistency of other activities with the conservation purpose of this Agreement.

The parties acknowledge that under current applicable zoning regulations of the County of Sonoma the Property is classified as follows:

A. Sonoma County Assessor's Parcel Numbers 087-045-001, 087-045-002, 087-045-004, 087-045-006 and 087-045-008 (as shown on the 1992-93 Assessor's Roll), are designated "Rural Residential-B8".

B. Sonoma County Assessor's Parcel Numbers 087-110-005, 087-120-001, 087-130-001 and 087-220-001 (as shown on the 1992-93 Assessor's Roll) respectively, are designated "Resources and Rural Development B8."

A more complete description of the applicable zoning regulations will be included in the Baseline Documentation required by paragraph 10 of this Agreement. GRANTOR retains no development rights in the Property that are not expressly reserved to them by this Agreement. DISTRICT shall have the right to use, sell, or otherwise benefit from the development rights owned by it in accordance with applicable law.

5. **Approval Criteria.** Prior to undertaking any action which requires DISTRICT's approval (as provided in Exhibits "B" and "C") or which might have an adverse impact upon the conservation purposes of this Agreement, GRANTOR shall solicit the approval of DISTRICT. In such cases, DISTRICT's approval or consent shall be based upon compliance with the provisions of this Agreement, the capability of the proposed action to preserve and enhance the conservation purpose of this Agreement, the manner in which the proposed action is to be carried out, the likely effect of the proposed action upon the conservation purpose of this Agreement, and on any other basis which DISTRICT shall reasonably determine to be in furtherance of the purpose of this Agreement. Approval or disapproval shall be within the sole discretion of DISTRICT and may only be granted upon conditions which tend to further the purpose of this Agreement.

6. **Written Approval Process.** In the event that GRANTOR desires to solicit the approval or consent of DISTRICT pursuant to this Agreement, GRANTOR shall submit a written description of the proposed action. DISTRICT shall issue its written approval, disapproval, consent, or refusal of the consent, within sixty (60) calendar days of the receipt of GRANTOR's written request. Upon the completion of any such action on the Property, DISTRICT shall, at the request of GRANTOR, inspect the Property and, if the action was performed in accordance with the terms of this Agreement and the approvals or consents issued by DISTRICT hereunder, issue a certificate to that effect, dated as of the time of inspection. GRANTOR understands that any oral approval or oral representation made by DISTRICT, its officers, employees or agents, does not meet the requirements of this paragraph, does not otherwise bind or commit DISTRICT and may not reasonably be relied on by GRANTOR to its detriment. To that end GRANTOR agrees that no oral approval or oral representation made by DISTRICT, its officers, employees or agents, or understood by GRANTOR to have been made by DISTRICT, its officers, employees or agents, shall be used by GRANTOR to assert that DISTRICT is, in any way, estopped or has made an election or has waived any provision of this Agreement.

7. **Costs and Liabilities Related to the Property.**

a. GRANTOR agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property and

does hereby indemnify and hold DISTRICT harmless therefrom. Without limiting the foregoing, GRANTOR agrees to pay any and all real property taxes and assessments levied by competent authority on the Property. GRANTOR shall be solely responsible for any costs related to the maintenance of general liability insurance covering acts on the Property. DISTRICT shall have no responsibility whatever for the operation of the Property, the monitoring of hazardous conditions thereon, or the protection of GRANTOR, the public, or any third parties from risks relating to conditions on the Property, GRANTOR hereby indemnifying and holding DISTRICT harmless from and against any damage, liability, claim, or expense (including attorneys' fees) relating to such matters. Without limiting the foregoing, DISTRICT shall not be liable to GRANTOR or any other person or entity in connection with consents given or withheld hereunder, or in connection with any entry upon the Property occurring pursuant to this Agreement, or on account of any claim, liability, damage, or expense suffered or incurred by or threatened against GRANTOR or any other person or entity, except as such claim, liability, damage, or expense is the result of DISTRICT's negligence, gross negligence, or intentional misconduct.

b. Notwithstanding any other provision of this Agreement to the contrary, the parties do not intend and this Agreement shall not be construed such that (1) it creates in DISTRICT the obligations or liabilities of an "owner" or "operator" as those words are defined and used in environmental laws, as defined below, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, sections 9601 *et seq.* and hereinafter "CERCLA") or (2) DISTRICT has the right to investigate and remediate any hazardous materials, as defined below, associated with the Property, or (3) DISTRICT has any control over GRANTOR's ability to investigate and remediate any hazardous materials associated with the Property. GRANTOR represents, warrants and covenants to DISTRICT that GRANTOR's use of the Property shall comply with all environmental laws as that phrase is defined below. For the purposes of this Agreement:

i. The term "hazardous materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Hazardous Materials Transportation Act,

as amended (49 United States Code sections 1801 *et seq.*), the Resource Conservation and Recovery Act of 1976, as amended (42 United States Code sections 6901 *et seq.*), sections 25117 and 25316 of the California Health & Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after this date.

ii. The term "environmental laws" includes, without limitation, any federal, state, local or administrative agency statute, regulation, rule, ordinance, order or requirement relating to environmental conditions or hazardous materials.

8. **Public Access to the Property.** Nothing contained herein shall be construed as affording the public access to any portion of the Property subject to this Agreement. Nothing in this Agreement shall be construed to preclude GRANTOR's right to grant access to third parties across the Property, provided that such access is allowed in a reasonable manner and is not inconsistent with the conservation purpose of this Agreement.

9. **Interpretation and Construction.** To the extent that this Agreement may be uncertain or ambiguous such that it requires interpretation or construction, then it shall be interpreted and construed in such a way that meets the conservation purpose of this Agreement and the public policy goals referenced in recital no. 2. It is the intention of the parties that any interpretation or construction shall promote the conservation purpose of this Agreement. If any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Agreement and the application of such provisions to persons or circumstances, other than those as to which it is found to be invalid, shall not be affected thereby.

10. **Baseline Documentation for Enforcement.** DISTRICT acknowledges by acquisition of the rights granted and assigned by this Agreement that the present uses of the Property are compatible with the conservation purpose of this Agreement. In order to establish the present condition of the Property's protected values, DISTRICT will prepare Baseline Documentation within six months after recording this Agreement,

which will be maintained on file with DISTRICT and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Agreement. The parties agree that the Baseline Documentation, following its approval by GRANTOR, provides collectively an accurate representation of the Property at the time of the execution of this Agreement. GRANTOR and DISTRICT recognize that changes in economic conditions, in natural resource management practices, and in the situation of GRANTOR may dictate an evolution of natural resources management of the Property, consistent with the conservation purpose of this Agreement.

11. **Remedies for Breach**. In the event of a violation of any term, condition, covenant, or restriction contained in this Agreement, DISTRICT may, following notice to GRANTOR and the expiration of any cure period provided therein, institute a suit to enjoin and/or recover damages for such violation. The notice shall be a general written notification of the condition claimed by the DISTRICT to be a violation that is either mailed or delivered by DISTRICT to GRANTOR. Subject to the limitations contained in paragraph 7(b) of this Agreement, DISTRICT may take such other action as it deems necessary to insure compliance with the terms, conditions, covenants, and purposes of this Agreement.

Any failure by DISTRICT to act shall not be deemed a waiver or forfeiture of DISTRICT's right to enforce any term, condition, covenant, or purpose of this Agreement in the future.

Inasmuch as the actual damages which would result from the loss of the values associated with the conservation purpose of this Agreement and caused by its breach by GRANTOR are uncertain and would be impractical or extremely difficult to measure, the parties agree that the damages allowed by Civil Code section 815.7(c) shall be measured as follows:

(a) for an improvement, prohibited by this Agreement, an amount equal to the product of:

- i. the market value of the improvement,
- ii. the length of time that the improvement exists

on the Property, commencing with DISTRICT's notice, and

iii. the then current rate for post judgment interest;
and

(b) for a change in use prohibited by this Agreement, whether or not it involves an improvement, an amount equal to any economic gain realized by GRANTOR, commencing with DISTRICT's notice, because of the change in use.

If DISTRICT, in its notice to GRANTOR, demands that GRANTOR remove an improvement, discontinue a use or both and claims the damages allowed by Civil Code section 815.7(c), then GRANTOR may elect to mitigate damages by fully complying with DISTRICT's notice. In the event of such full and timely compliance, DISTRICT shall not be entitled to damages for the breach specified in the notice. In the event of litigation arising out of the notice, brought either by GRANTOR or by DISTRICT, in which GRANTOR prevails and where GRANTOR has fully complied with the notice within the times set forth therein, then GRANTOR shall be entitled to economic damages; provided that neither DISTRICT nor GRANTOR shall be entitled to damages where DISTRICT has not claimed damages in its notice.

The remedies set forth in this paragraph 11 are not intended to displace any other remedy available to either party as provided by this Agreement, Civil Code sections 815 et seq. or any other applicable law.

12. **Acts Beyond GRANTOR's Control.** Nothing contained in this Agreement shall be construed to entitle DISTRICT to bring any action against GRANTOR for any injury to or change in the Property resulting from causes beyond GRANTOR's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by GRANTOR under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes so long as such action, to the extent that GRANTOR has control, is designed and carried out in such a way as to further the conservation purpose of this Agreement.

13. **Agreement to Bind Successors.** The conservation easement

herein granted and the assignment of development rights shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind GRANTOR, its heirs, personal representatives, lessees, executors, successors, and assigns forever. The parties intend that this Agreement shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California, including, *inter alia*, Civil Code sections 815-816.

14. **Condemnation.** In the event that the Property or some portion thereof is condemned for public use by an entity other than DISTRICT, the market value for purposes of just compensation shall be determined as though this Agreement did not exist and GRANTOR and DISTRICT shall share the compensation on the following basis: GRANTOR 9% and DISTRICT 91%. These percentages are derived from the ratio of the appraised value of the conservation easement to the appraised value of the property before being encumbered by the conservation easement. In the apportionment of the proceeds from an eminent domain proceeding, an adjustment shall be made in GRANTOR's favor for any increase in value after the date of this Agreement that is attributable to improvements; provided such increase in value is earned through GRANTOR's efforts and is not the result of value added by this easement, the passage of time or other passive means; and provided, further, that such increase in value is not the result of activities constituting a breach of this Agreement.

15. **Subsequent Deeds and Leases.** GRANTOR agrees that a clear reference to this Agreement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Property (including but not limited to a leasehold interest) is conveyed, that GRANTOR will attach a copy of this Agreement to any such instrument, and that GRANTOR will notify DISTRICT in writing ten (10) days prior to any such conveyance. These obligations of GRANTOR shall not be construed as a waiver or relinquishment by DISTRICT of the rights created in favor of DISTRICT by paragraph 13 of this Agreement.

16. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail,

postage prepaid, addressed as follows:

To GRANTOR: Zelma Ratchford, Trustee
P.O. Box 275
Healdsburg, CA 95448

To DISTRICT: David Wm. Hansen, General Manager
Sonoma County Agricultural Preservation
and Open Space District
415 Russell Avenue
Santa Rosa, CA 95403

or to such other address as either party from time to time shall designate by written notice to the other. Notice, if mailed, shall be deemed to have been given upon the day following the day shown on the postmark of the envelope in which such notice is mailed.

17. **Successors and Assigns.** The terms GRANTOR and DISTRICT wherever used herein, and any pronouns used in place thereof, shall mean and include the above-named GRANTOR and its heirs, personal representatives, lessees, executors, successors, and assigns, including any person claiming under them, and the above-named DISTRICT and its successors and assigns, respectively.

18. **Integration.** This Agreement is the final and complete expression of the Agreement between the parties and any and all prior or contemporaneous agreements written or oral are merged into this written instrument.

19. **Estoppel Certificates.** DISTRICT shall, at any time during the existence of the Agreement, upon not less than thirty (30) days' prior written notice from GRANTOR, execute and deliver to GRANTOR a statement in writing, certifying that Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification) and acknowledging that there is not, to DISTRICT's knowledge, any default

by GRANTOR hereunder, or, if DISTRICT alleges a default by GRANTOR, specifying such default.

IN WITNESS WHEREOF, GRANTOR and DISTRICT have executed this Agreement this 18th day of August, 1994.

GRANTOR:

THE ZELMA RATCHFORD FAMILY TRUST

By: Zelma Ratchford
ZELMA RATCHFORD, as trustee

GRANTEE:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By: Michael Cale
Michael Cale
President of the Board of Directors

ATTEST:

Eeve T. Lewis
EEVE T. LEWIS, County Clerk and
ex-officio Clerk of the Board of
Directors

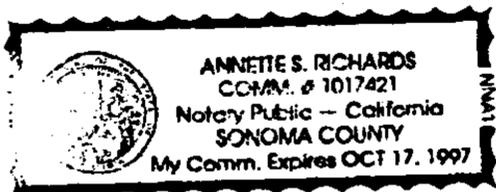
State of California

County of Sonoma

On August 18, 1994 before me, Annette S. Richards
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Zelma Ratchford
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Annette S. Richards
SIGNATURE OF NOTARY

DESCRIPTION OF ATTACHED DOCUMENT

DESCRIPTION OF DOCUMENT (OPTIONAL)

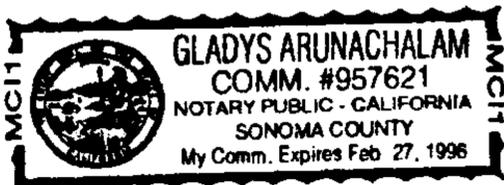
State of California

County of Sonoma

On 9-7-94 before me, Gladys Arunachalam, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Michael Cate
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Gladys Arunachalam
SIGNATURE OF NOTARY

DESCRIPTION OF ATTACHED DOCUMENT

Deed & Agreement
DESCRIPTION OF DOCUMENT (OPTIONAL)

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I

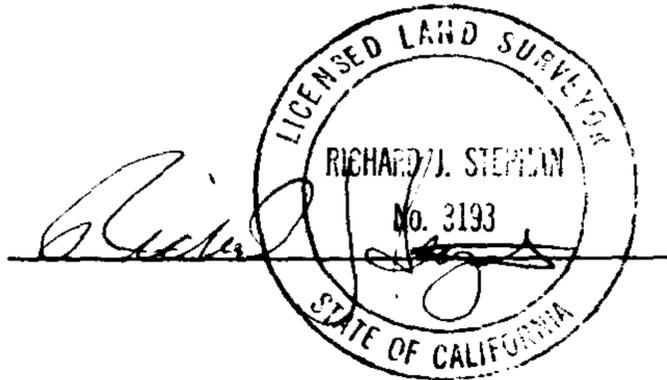
Being a portion of the lands of Ratchford described as Parcels One and Two of Parcel Twenty One in the deed recorded as Document No. 81060060, Sonoma County Records, more particularly described as follows:

Beginning at a point from which the northeasterly corner of Lot 10, Block B of Camp Rose as filed in Book 21 of Maps at Page 3, Sonoma County Records, bears S 9°56' E, a distance of 50.00 feet. Thence from said POINT OF BEGINNING along the northerly boundary of the lands of Ratchford described as Parcel 8 in the above mentioned deed S 80°04' W, a distance of 554.22 feet; thence S 74°43' W, a distance of 199.36 feet; thence N 22°48' W, a distance of 102.94 feet; thence S 89°42' W, a distance of 173.19 feet; thence N 22°48' W, a distance of 178.18 feet; thence S 67°12' W, a distance of 371.36 feet; thence N 37°40' W, a distance of 417.86 feet; thence N 54°58' W, a distance of 138.83 feet; thence S 80°18' W, a distance of 469.91 feet; thence S 50°30' W, a distance of 99.74 feet; thence N 83°10' W, a distance of 189.63 feet; thence N 41°36' W, a distance of 224.57 feet; thence N 67°30' W, a distance of 352.69 feet to the most northerly corner of said Parcel 8, being also on the west line of Parcel One of Parcel Twenty One of said deed; thence N 2°00' E along said west line, a distance of 1148 feet more or less to the northeast corner of Parcel Map No. 3056, filed in Book 173 of Maps at Page 7, Sonoma County Records, being also the northwest corner of said Parcel One of Parcel Twenty One and being on the south line of Parcel Two of Parcel Twenty One; thence N 89°48'30" W along said south line, a distance of 1140.16 feet, more or less, to the southwest corner of said Parcel Two of Parcel Twenty One as shown on the Record of Survey filed in Book 496 of Maps at Page 31, Sonoma County Records; thence N 0°06'40" E along the west line of said parcel, a distance of 1195.79 feet to the southwesterly line of Fitch Mountain Road as shown on the map filed in Book 44 of Maps at Pages 54 and 55; thence Southeasterly along said line on a non tangent curve to the right, from a tangent that bears S 33°43' E, with a radius of 170.00 feet, through a central angle of 10°54', for a distance of 32.34 feet; thence S 22°49' E, a distance of 44.73 feet; thence Southeasterly on a tangent curve to the left, with a radius of 130.00 feet, through a central angle of 49°10', a distance of 111.56 feet; thence S 71°59' E, a distance of 70.95 feet; thence Easterly on a tangent curve to the right, with a radius of 110.00 feet, through a central angle of 30°42', a distance of 58.93 feet; thence Southeasterly on a tangent curve to the right, with a radius of 245.00 feet, through a central angle of 17°06', a distance of 73.12 feet; thence Southeasterly on a tangent curve to the right, with a radius of 130.00 feet, through a central angle of 28°00', a distance of 63.53 feet; thence S 3°49' W, a distance of 36.36 feet; thence Southerly on a tangent curve to the left, with a radius of 80.00 feet, through a central angle of 123°30', a distance of 172.44 feet; thence N 60°19' E, a distance of 66.89 feet, more or less, to a point on the southerly line of River View Drive as shown on Del Rio Woods Subdivision No. 4 as filed in Book 48 of Maps at Pages 32 and 33, Sonoma County Records; thence N 85°29' E along said southerly line, a distance of 107.56 feet; thence S 55°45' E, a distance of 110.95 feet; thence S 66°23' E, a distance of 3.35 feet to the most northerly corner of Lot 1, Block F of said Del Rio Woods Subdivision No. 4; thence along the

westerly and southerly line of said Block F, S 26°38' W, a distance of 100.14 feet; thence S 66°23' E, a distance of 64.68 feet; thence S 28°31' E, a distance of 60.78 feet; thence S 9°18' E, a distance of 86.78 feet; thence Southerly on a tangent curve to the left, with a radius of 140.00 feet, through a central angle of 132°23', a distance of 323.47 feet; thence N 38°19' E, a distance of 96.51 feet; thence N 89°11' E, a distance of 301.00 feet; thence S 83°47' E, a distance of 144.52 feet to the southeast corner of Lot 38 of said Block F; thence leaving said Block F, S 71°48'33" E, a distance of 1978.28 feet to a point from which the most southerly corner of Lot 30, Block D of Del Rio Woods Subdivision No. 2 as filed in Book 47 of Maps at Pages 7 to 10 bears N 15° 40 E, a distance of 180.00 feet; thence southeasterly in a direct line, a distance of 1730 feet, more or less, to the POINT OF BEGINNING.

A.P. Nos

87-110-05 (ptn)
87-120-01 (ptn)
87-130-01 (ptn)
87-220-01



PARCEL II

Lots 1 through 4, inclusive, Block "F"; Lots 8 through 12, inclusive, Block "F"; Lots 15 through 38, inclusive, Block "F", as shown on that certain map entitled "Del Rio Woods Subdivision No. 4", filed in the office of the County Recorder of Sonoma County, State of California, on May 25, 1932 in Book 48 of Maps at page(s) 32 and 33, Sonoma County Records.

AP Nos 87-045-01, 02, 04, 06, 07, 08

EXHIBIT " B "

PERMITTED USES AND PRACTICES

The following uses and practices, though not necessarily an exhaustive recital of consistent uses and practices, are permitted under this Agreement, and they are not to be precluded, prevented, or limited by this Agreement, provided that they are undertaken in accordance with the terms and provisions of this Agreement and that all applicable governmental approvals and permits are properly obtained:

1. To use or lease the Property consistent with the conservation purpose of this Agreement.

2. To maintain and repair existing fences, protection roads, and other improvements on the Property. Additional boundary fencing deemed by GRANTOR to be reasonably necessary may be constructed without DISTRICT's consent. Such fencing to consist of barbless wire. In the event of destruction, deterioration, or obsolescence of any improvements, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this Paragraph, GRANTOR may replace same with ones of similar size, function, capacity and location.

3. To utilize the Property for non-intrusive recreational or educational purposes which include, but are not limited to, hiking, horseback riding and nature study, and which require no significant surface alteration or other development of the land.

4. To undertake conservation practices that promote soil stabilization and reduce erosion in accordance with sound, generally accepted practices. Approval of DISTRICT is required when conservation practices include using significant amounts of materials such as rock and concrete.

5. To undertake wildfire management plans in order to control and maintain vegetation to lower the risk of wildfire. Such methods may include prescriptive burning, firebreak construction and limited tree and brush removal. Plans shall be reviewed by DISTRICT and shall be acceptable to the California Department of Forestry and Fire Protection or appropriate local fire protection entity.

6. To place signage on the Property, the size of each such sign not to exceed one square foot in size.

7. To continue use in accordance with easements of record granted prior to this Agreement. Modifications to pre-existing easements and subsequent easement requests require the approval of DISTRICT.

8. To remove invasive, non-native plant species that threaten or impede the growth of native plant species. To remove feral, non-native animal species that threaten the protected values of the Property.

9. To convey all or a portion of the Property to the City of Healdsburg, or other willing park or open space entity (hereinafter GRANTEE), for the purpose of a park. In the event of such conveyance, the GRANTEE may construct, reconstruct or replace improvements consistent with park usage, with the express prior written approval of DISTRICT.

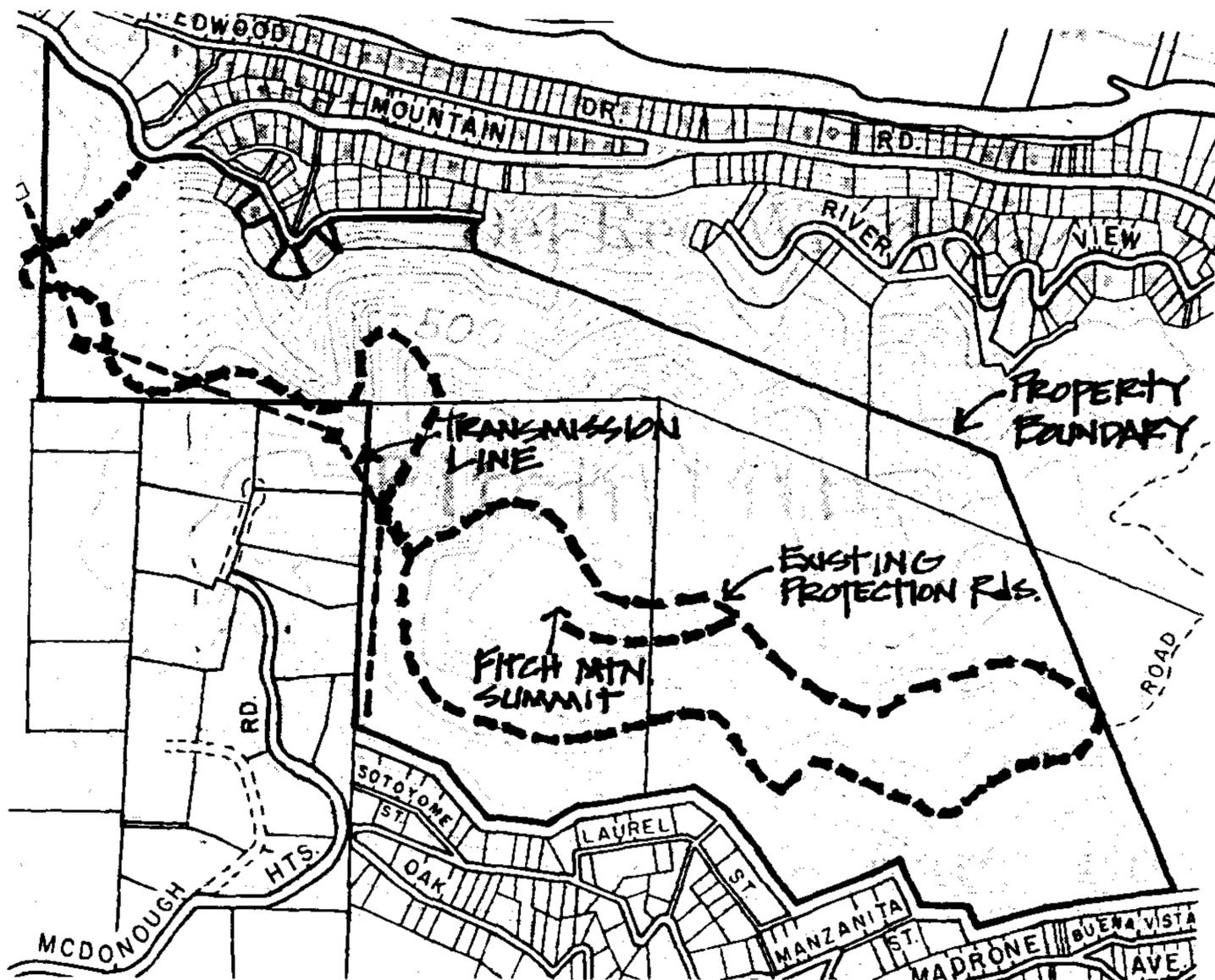
EXHIBIT " C "

PROHIBITED USES AND PRACTICES

The following uses and practices, though not necessarily an exhaustive recital of inconsistent uses and practices, are inconsistent with the purposes of this Agreement and shall be prohibited upon or within the Property:

1. The impairment of the conservation purposes of the Agreement, except as otherwise expressly provided in this Agreement.
2. The establishment of any residential, agricultural, commercial or industrial use.
3. The construction, placement, or erection of any sign or billboard on the Property, except as provided in Paragraph 6 of Exhibit "B".
4. The construction, reconstruction, or replacement of any improvement except as provided in Paragraph 2 of Exhibit "B".
5. The division, subdivision, or de facto subdivision of the Property, except as provided in Paragraph 9 of Exhibit "B"; provided however, that the voluntary conveyance of all or a portion of the Property to a government or non-profit entity exclusively for conservation or public access purposes, shall not be prohibited by this Paragraph.
6. The use of motorized vehicles, except by GRANTOR or others under GRANTOR'S control, for permitted property management activities, for inspections by DISTRICT, for fire control, for emergency purposes and for uses pursuant to deeded rights that pre-date this Agreement. Any use of motorized vehicles off roadways is prohibited except when necessary for the above stated purposes.
7. The relocation of any roadway; provided however, that DISTRICT shall consent to the construction of any roadway that is planned to minimize the impact on the open space and natural features of the Property.
8. The dumping or accumulation of trash, ashes, garbage, waste, inoperative vehicles, or other unsightly or offensive material on the Property.
9. The above ground installation of new utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related activities and equipment.
10. The exploration for, or development or extraction of, minerals or hydrocarbons by any mining method, surface or otherwise.

EXHIBIT "D"

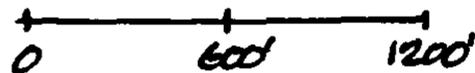


FITCH MOUNTAIN

Prepared by Sonoma County Agricultural Preservation and Open Space District



north



CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the foregoing agreement are hereby accepted by the undersigned pursuant to the authority conferred by Resolution No. 94-1258 of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District dated Aug 30, 1994 and the District consents to the recordation thereof.

Dated: 9-2-94



Michael Cale, President

RECORDING REQUESTED BY AND RETURN TO:

Clerk of the Board of Directors
Sonoma County Agricultural
Preservation and Open Space District
575 Administration Drive, Room 102A
Santa Rosa, CA 95403

DEED AND AGREEMENT
BY AND BETWEEN
The City of Healdsburg
AND
THE SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT
CONVEYING A CONSERVATION EASEMENT
AND
ASSIGNING DEVELOPMENT RIGHTS

The City of Healdsburg (GRANTOR) and the Sonoma County Agricultural Preservation and Open Space District, a public agency formed pursuant to the provisions of Public Resources Code sections 5500 et seq. ("DISTRICT"), agree as follows:

RECITALS

A. GRANTOR is the owner in fee simple of that certain real property located in Sonoma County and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference ("the Property").

B. In 1990 the voters of Sonoma County approved the creation of DISTRICT and the imposition of a transactions and use tax by the Sonoma County Open Space Authority ("the Authority"). The purpose for the creation of DISTRICT and the imposition of the tax by the Authority was to provide for the preservation of agriculture and open space through the acquisition of interests in appropriate properties from willing sellers. The District was created and the tax imposed in order to further the state policy for the preservation of agricultural and open space lands, to meet the mandatory requirements imposed on the County and each of its cities by Government Code sections 65560 et seq., and to advance the implementation of the open space elements of their respective general plans. In order to accomplish those purposes, DISTRICT and the Authority entered into a contract whereby, in consideration of the Authority's financing of DISTRICT's acquisitions, DISTRICT agreed to and did adopt an acquisition program that was in conformance with the Authority's voter approved Expenditure Plan. In 2006, the voters of Sonoma County approved an extension of the transaction and use tax, a transfer of the taxing authority to the County of Sonoma, and an update of the Expenditure Plan. The DISTRICT's acquisition program remains in full compliance with the updated voter-approved Expenditure Plan.

C. In 1994, DISTRICT acquired a conservation easement over a portion of the Property (“the 1994 Easement”). The 1994 Easement was recorded in the Office of the Sonoma County Recorder on September 15, 1994 as Document No. 1994-0106860. The 1994 Easement expressly acknowledged the property owner’s right to convey the Property to the City of Healdsburg or other willing park or open space entity for purposes of a public park. GRANTOR and DISTRICT now desire to amend the 1994 Easement (1) to reflect that conveyance for park purposes, (2) to expand the 1994 Easement to encompass the entirety of the Property, (3) to clarify permitted natural resource management and recreation and educational uses, and (4) to clarify procedural provisions of the Easement. This Conservation Easement provides protections equal or greater than those provided by the 1994 Easement and constitutes an amendment to the 1994 Easement, executed in accordance with Civil Code sections 815 through 816.

D. On [], DISTRICT's Board of Directors, pursuant to Government Code section 65402 and Sonoma County Ordinance No. 5180, determined, by its Resolution No. [], that the acquisition of this Conservation Easement in the Property was consistent with the Sonoma County General Plan (specifically the Plan's Open Space and Resource Conservation Element) because the Conservation Easement will preserve the largely open, scenic character of an important scenic landscape (OSRC-2), will protect and enhance natural habitats and diverse plant and animal communities (OSRC -7), and will provide opportunities for public outdoor recreation in a location convenient to urban areas (OSRC 17.1). By that same resolution, the DISTRICT’s Board of Directors determined that its acquisition of this Conservation Easement is consistent with the voter-approved Expenditure Plan.

E. This Conservation Easement will further the goals, objectives and policies of the following adopted local plans. Under the City of Healdsburg’s General Plan Land Use Section 1.4, a portion of the Property is identified as Conserved Open Space. The General Plan’s Scenic Resources Section 19.1 identifies Fitch Mountain as a scenic resource. Finally, in the General Plan’s Biological Resources Section 15.3 Fitch Mountain is identified as having considerable botanical and wildlife habitat. In addition, the City of Healdsburg’s Park and Open Space Master Plan calls for the City to manage properties acquired by the Open Space District on Fitch Mountain for nature preserves for wildlife and passive public use. The DISTRICT’s Connecting Communities and the Land, A Long-Range Acquisition Plan also identifies Fitch Mountain as a priority for preservation. Under the ‘Recreation and Education’ category, the Property fulfills the goal of providing hiking trails and scenic vistas in many directions. It is a Property of regional importance because of its high visibility and strategic location adjacent to Healdsburg and the Highway 101 urban corridor. Under the ‘Greenbelts and Scenic Hillsides’ category, the Property will protect a prominent, scenic, highly visible, and unique Property. Under the ‘Water, Wildlife, and Natural Areas’ category, the Property supports multiple wildlife species within a designated Priority Oak Woodland.

F. In 1994, DISTRICT acquired a conservation easement over a portion of the Property (“the 1994 Easement”). The 1994 Easement was recorded in the Office of the Sonoma County Recorder on September 15, 1994 as Instrument No. 1994-0106860. GRANTOR and DISTRICT now desire to amend, replace, and supersede the 1994 Easement with this Conservation Easement (1) to enhance natural resource protections; (2) to clarify permitted

natural resource management and recreation and educational uses; and (3) to clarify procedural provisions of the easement. This Conservation Easement provides protections equal to or greater than those provided by the 1994 Easement and supersedes the 1994 Easement in conformance with the requirements of California Public Resources Code Section 5540.

G. DISTRICT has the authority to acquire conservation easements by virtue of Public Resources Code section 5540 and possesses the ability and intent to enforce the terms of this Easement.

THEREFORE, in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions herein set forth and other valuable consideration receipt of which is hereby acknowledged, GRANTOR and DISTRICT agree as follows:

EASEMENT

PART ONE: GRANT OF EASEMENT

1. Grant and Acceptance of Conservation Easement and Assignment of Development Rights. Pursuant to the common and statutory law of the State of California including the provisions of Civil Code sections 815 to 816, inclusive, GRANTOR hereby grants to DISTRICT and DISTRICT accepts a conservation easement over the Property in perpetuity under the terms and conditions set forth herein (“the Easement”). GRANTOR hereby irrevocably assigns to DISTRICT all development rights associated with the Property, except those rights which are specifically reserved by GRANTOR through this Easement.

2. Conservation Values. The Property is situated adjacent to the City of Healdsburg. It encompasses the upper slopes and the peak of the 991-foot high Fitch Mountain, a very prominent natural landmark. The Property is heavily forested, with few small clearings. Critical resources on the Property (collectively “the Conservation Values”), include open space, natural resources and wildlife habitat, scenic qualities, and recreational and educational opportunities. These include, but are not limited to the following:

2.1 Natural Resources. The Property has an extensive forested area, including oak woodland, and mixed oak/Douglas fir and redwood forest, which provides habitat for a wide variety of species. The Property has also been identified in the County’s General Plan as an area with special species habitat. Protection of the Property will help protect the water quality and quantity of Russian River watershed. The Russian River is significant for natural resources because, among other things, it provides habitat for endangered steelhead and threatened Coho salmon.

2.2 Scenic Values. The Property encompasses the entire 991-foot peak of Fitch Mountain and its surrounding upper slopes. Fitch Mountain is very visible from a significant length of County-designated Scenic Corridor Highway 101. The Russian River, a County-designated Waterway Trail, wraps around the base of Fitch Mountain on the north, east, and south sides. Fitch Mountain thus provides a prominent backdrop for recreational river users. In addition, Fitch Mountain is the most prominent natural feature seen from the city of Healdsburg,

which borders it on the west side. The green forested area provides a natural backdrop to the city and contributes to its ambiance. Looking out from the Property, visitors may see Mt. St. Helena, the Mayacama Mountains, the Alexander Valley, and many other prominent features of Sonoma County.

2.3 Recreation and Education. The Property provides opportunities for passive outdoor public recreation and educational uses providing that such uses are compatible with the protection of the Property's natural resources. The Property provides opportunities for recreational activities and wildlife viewing in a natural area adjacent to the Healdsburg urban area.

3. Conservation Purpose. It is the purpose of this Easement to preserve and protect forever the Conservation Values of the Property, as described in Section 2. This purpose shall hereinafter be referred to as "the Conservation Purpose of this Easement." GRANTOR and DISTRICT intend that this Easement will confine the use of the Property to activities that are consistent with the Conservation Purpose of this Easement and will prohibit and prevent any use of the Property that will materially impair or interfere with the Conservation Values of the Property. GRANTOR and DISTRICT intend that all Conservation Values of the Property will be fully preserved and protected in perpetuity. In the event, however, that the preservation and protection of one Conservation Value becomes irreconcilably inconsistent with the preservation and protection of another Conservation Value, the following priorities shall be followed: preservation and protection of natural resources and scenic views shall take precedence over preservation and protection of recreation and educational uses.

PART TWO: RESERVED AND RESTRICTED RIGHTS

4. Affirmative Rights of DISTRICT. DISTRICT shall have the following affirmative rights under this Easement:

4.1 Protecting Conservation Values. DISTRICT shall have the right to preserve, protect and document in perpetuity the Conservation Values of the Property.

4.2 Property Inspections. DISTRICT shall have the right to enter upon the Property and to inspect, observe, and study the Property for the purposes of (i) identifying the current activities and uses thereon and the condition thereof, (ii) monitoring the activities and uses thereon to determine whether they are consistent with the terms, conditions and Conservation Purpose of this Easement, (iii) enforcing the terms, conditions and Conservation Purpose of this Easement, and (iv) exercising its other rights under this Easement. Such entry shall be permitted at least once a year at reasonable times, upon one week's prior notice to GRANTOR, and shall be made in a manner that will not unreasonably interfere with GRANTOR's use and quiet enjoyment of the Property pursuant to the terms and conditions of this Easement. Each entry shall be for only so long a duration as is reasonably necessary to achieve the purposes of this Section 4.2, but shall not necessarily be limited to a single physical entry during a single twenty-four hour period. Notwithstanding the foregoing, should DISTRICT's General Manager have a reasonable belief that GRANTOR is in breach of this Easement, DISTRICT shall have the right at any time, upon twenty-four hours' prior notice to GRANTOR, to enter upon the Property for

the purpose of determining whether such breach has occurred. The rights of entry provided by this Section 4.2 shall extend to the officers, agents, consultants, and volunteers of DISTRICT.

4.3 Enforcement. DISTRICT shall have the right to enforce the rights herein granted and to prevent or stop, by any legal means, any activity or use on the Property that is inconsistent with the terms, conditions or Conservation Purpose of this Easement and to require restoration of such areas or features as may be damaged by such activities or uses.

4.4 Approval of Certain Uses. DISTRICT shall have the right to review and approve proposed uses and activities on the Property as more specifically set forth in Section 5 and Section 6.

4.5 DISTRICT Signage. DISTRICT shall have the right to erect and maintain a sign or other appropriate marker in a location on the Property acceptable to GRANTOR, visible from a public road, bearing information indicating that the Property is protected by DISTRICT and acknowledging the sources of DISTRICT funding for the acquisition of this Easement. The wording and design of the sign or marker shall be determined by DISTRICT with consent of GRANTOR. No such sign or marker shall exceed thirty-two (32) square feet in size nor be artificially illuminated. DISTRICT shall be responsible for the cost of erecting and maintaining such sign or marker.

5. GRANTOR's Reserved and Restricted Rights. GRANTOR shall confine use of the Property to activities and uses that are consistent with the Conservation Purpose of this Easement. Any activity or use that is inconsistent with the Conservation Purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly reserved, restricted or prohibited as set forth below. GRANTOR and DISTRICT acknowledge that the following list does not constitute an exhaustive recital of consistent and inconsistent activities and uses, but rather (i) establishes specific allowed activities and uses, (ii) establishes specific prohibited activities and uses, and (iii) provides guidance for determining the consistency of similar activities and uses with this Easement, in accordance with the procedures set forth in Section 6.

5.1 General Requirements for All Uses.

5.1.1 Compliance with Governmental Regulations. All activities and uses on the Property shall be undertaken in a manner consistent with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

5.1.2 Compliance with Terms, Conditions and Conservation Purpose of this Easement. All activities and uses on the Property shall be undertaken in a manner consistent with the terms, conditions and Conservation Purpose of this Easement.

5.1.3 Protection of Conservation Values. All activities and uses on the Property shall be undertaken in a manner that protects and preserves the Conservation Values.

5.1.4 Protection of Soil and Water. No activity or use on the Property shall be undertaken in a manner that results in significant soil degradation or pollution, or significant degradation or pollution of any surface or subsurface waters.

5.1.6 Notice and Approval Procedures. Whenever in this Section 5, prior notice to or approval by DISTRICT is required, such notice shall be given or approval shall be obtained in accordance with Section 6 of this Easement.

5.1.7 Management Plan. GRANTOR intends to develop and implement, or cause to be developed and implemented, a Management Plan and a Trails Master Plan for the Property (both plans referred to hereinafter as “Management Plan”). The Management Plan may include designation of trails, nature and location of proposed park improvements, nature and location of proposed park uses, and other provisions for operation and management of the Property as a public park and open space preserve as GRANTOR deems appropriate. The Management Plan will be subject to review and approval by DISTRICT in accordance with Section 6.1 of the Easement. The Management Plan shall not be implemented on the Property until it has been approved by District. DISTRICT’s review and approval of the Management Plan shall be based on the Management Plan’s consistency with the terms, conditions and Conservation Purpose of this Easement

Once the Management Plan is approved by DISTRICT, uses and improvements described in that approved Management Plan shall be deemed to be consistent with the Conservation Purpose of this Easement and shall be permitted on the Property without further notice to or approval by DISTRICT required notwithstanding any other provision in this Easement. All such uses and improvements shall be undertaken in accordance with the terms and conditions of this Easement and in compliance with all applicable laws and regulations.

The Management Plan may be amended, revised or updated from time to time provided that such amendment, revision or update shall be subject to DISTRICT’s approval in accordance with Section 6.1 of this Easement. DISTRICT’s review and approval of amendments, revisions and updates to the Management Plan shall be based on the amendment, revision or update’s consistency with the terms, conditions and Conservation Purpose of this Easement.

5.2 Land Uses. Use of the Property is restricted solely to natural resource protection preservation, restoration and enhancement, and recreational and educational uses as defined in this Section 5.2. Residential, commercial, or industrial use of or activity on the Property is prohibited except for commercial use as reserved in Section 5.2.4.

5.2.1 Natural Resource Protection, Preservation, Restoration and Enhancement. GRANTOR reserves the right to protect, preserve, restore and enhance the natural resources of the Property in accordance with sound, generally accepted conservation practices and the provisions of Section 5.5.

(a) Mitigation. The Property shall not be available to mitigate for environmental impacts of projects located on or off site.

5.2.2 Recreational and Educational Use. Subject to the provisions of Section 5.6, GRANTOR shall make the Property available to the public for passive outdoor recreational and educational uses. All outdoor recreational and educational uses and activities on the Property shall be designed and undertaken in a manner compatible with natural resource protection. As used in this Section 5.2.2, “passive outdoor recreational and educational uses” shall mean those recreational and educational activities typically associated with natural, undeveloped open space lands, and that are generally non-structured and require minimal or no developed facilities or improvements, such as walking, biking, jogging, hiking, dog walking, bird watching, nature viewing, picnicking, and public events that avoid impact to significant cultural and natural resources. No sound amplification is permitted on the Property. No artificial lighting is permitted on the Property except for safety lighting located within the “Park Improvement Areas” designated, as described below, that is described within an approved Management Plan. Permitted passive outdoor recreational and educational uses include, but are not limited to:

(a) Walking, bicycling, jogging, hiking, bird watching, nature study, picnicking, and other such passive recreational and educational uses similar in nature.

(b) Public or private special events, such as park celebration events, fundraising events, weddings, picnics, and other activities that promote the scenic values while respecting the conservation values of the property shall be permitted only as follows:

- i. Events with up to 25 people in attendance may occur on the Property without limitation on the number of events per year.
- ii. Events with up to 50 people in attendance may occur within the Park Improvement Areas designated within a Management Plan reviewed and approved in accordance with Section 6.1 (“Park Improvement Areas”), without limitation on the number of events per year.
- iii. Events with up to 150 people in attendance may occur on the Property within the “Park Improvement Areas” no more than 12 times per year. GRANTOR shall document date, event size, type and location of each such event. Such documentation shall be made available to DISTRICT upon request.

iv. Special events shall not result in any permanent alteration of the Property nor have any detrimental impact on the natural resources of the Property.

(c) Subject to the limitations of Section 5.2.2 (b)(iv), camping for groups of up to 25 people may be permitted as a special event within the Park Improvement Areas designated within the Management Plan only if and to the extent that GRANTOR can demonstrate that such uses are consistent with the preservation of natural resources and the Conservation Purpose of this Easement.

(d) Dogs shall be permitted on the Property only on trails designated by GRANTOR. All dogs shall remain on-leash at all times.

(e) GRANTOR may charge a nominal fee to cover costs directly associated with recreational and educational programs and use of the Property. DISTRICT reserves the right to request, and GRANTOR shall provide documentation of such costs.

5.2.3 Limited Agricultural Use (Grazing). GRANTOR reserves the right to graze livestock for purposes of vegetation and fire management in accordance with Section 5.5.4. Such grazing shall be undertaken in accordance with sound, generally accepted conservation practices, and in a manner that preserves the natural resources and open space character of the Property.

5.2.4 Commercial. GRANTOR reserves the right to use the Property for the following commercial uses in connection with use of the Property as a public park. Any revenue generated from commercial activities and uses shall be used toward the cost of operating, maintaining, restoring, and enhancing the Property, and towards recreational and educational programs that take place on the Property. If revenues exceed the cost of operating, maintaining, restoring and enhancing the Property, excess revenues may be used for purposes of operation, maintenance, restoration and/or enhancement of park and open space properties owned by the City of Healdsburg and preserved by DISTRICT under a recorded conservation easement.

(a) Recreation and Education. Nominal fees may be charged for permitted recreational and educational uses in accordance with Section 5.2.2.

(b) Special Events and Fundraising. GRANTOR may use the Property for special public and private events in accordance with Section 5.2.2.(b).

(c) Ancillary Uses. Subject to DISTRICT approval, GRANTOR may, in connection with use of the Property for public recreational and educational

purposes, undertake other minor ancillary commercial uses found to be consistent with the Management Plan and with Conservation Values of this Easement.

5.3 Subdivision and Parcels. GRANTOR and DISTRICT acknowledge and agree that the Property is now and shall always remain under one common ownership. GRANTOR shall not further divide the Property, whether by subdivision, conveyance, lot line adjustment, or any other means, nor shall GRANTOR gain or seek to gain recognition, by certificate of compliance under the Subdivision Map Act or otherwise, of additional parcels which may have previously been created on the Property by prior patent or deed conveyances, subdivisions, or surveys, nor shall GRANTOR place or convey any portion of the Property into ownership separate from the whole of the Property.

5.3.1 Exceptions. This prohibition against division of the Property shall be inapplicable to:

(a) Conveyance to Government or Non-Profit Entity. Subject to prior written approval by DISTRICT, GRANTOR may voluntarily convey a portion of the Property to a government or non-profit entity exclusively for conservation or public access purposes.

(b) Leases. Subject to prior written approval by DISTRICT, GRANTOR reserves the right to lease a portion(s) of the Property for the permitted grazing, recreational and educational uses described in Section 5.2.

5.3.2 Historic Parcels. GRANTOR acknowledges that one or more additional historic parcels may exist on the Property, previously created by patent or deed conveyances, subdivisions, lot line adjustments, surveys, recorded or unrecorded maps or other documents. GRANTOR waives all rights to recognition of such historic parcels, whether through certificate of compliance under the Subdivision Map Act or otherwise.

5.4 Structures and Improvements GRANTOR may repair, replace, construct, place and maintain structures and improvements on the Property only as provided below. At no time shall structures and improvements on the Property result in impervious surfaces on, cumulatively, more than .5 acres of the Property. Furthermore, no structure or improvement shall exceed 18 feet in height. Furthermore, at least ninety percent (90%) of the Property, by acreage, shall, at all times, remain undeveloped and free of any structure or improvement of any kind.

5.4.1 Maintenance, Repair or Replacement of Structures and Improvements. GRANTOR may maintain, repair or replace structures and improvements existing at the date hereof or constructed subsequently pursuant to the provisions of this Easement, as follows:

(a) If the maintenance, repair or replacement does not increase the height of the structure or improvement, increase the land surface area it occupies

or change its location or function, no notice to or approval by DISTRICT shall be required.

(b) Any maintenance, repair or replacement that increases the height of the structure or improvement, increases the land surface area it occupies, or changes its location or function shall be treated as new construction and shall be subject to the provisions of Sections 5.4.2 through Section 5.4.6.

5.4.2 Improvements for Recreational and Educational Uses. GRANTOR reserves the right to construct or place improvements associated with permitted public outdoor recreational and educational uses as set forth in this Section 5.4.2.

(a) Minor Improvements. GRANTOR may construct or place minor improvements associated with permitted public outdoor recreational and educational uses, including, but not limited to benches, drinking fountains, refuse and recycling containers and other similar minor improvements without further notice to or approval from DISTRICT.

(b) Trails and Pathways. GRANTOR may construct or place paved or permeable trails and pathways with prior written approval of DISTRICT.

(c) Other Improvements. GRANTOR may construct or place other improvements associated with public outdoor recreational and educational uses permitted under Section 5.2.2., that have not been approved in the Management Plan, including, but not limited to restrooms, safety lighting, public art location, play structures, picnic tables and other similar improvements only with prior written approval of DISTRICT. All such improvements shall be located within one or more "Park Improvement Areas" designated within a Master Plan reviewed and approved in accordance with Section 6.1.

5.4.3 Access Roads. Subject to prior written approval of DISTRICT, GRANTOR may construct new roads and reconstruct or expand existing roads provided that such roads (i) either are required for emergency vehicle access, or for permitted public recreation and educational use, and (ii) are the minimum necessary for such uses and activities. Roads shall be constructed and maintained so as to minimize erosion and sedimentation and ensure proper drainage, utilizing Best Management Practices for roads as recommended by California Department of Fish and Game or other similar or successor entity. Roads constructed subsequent to this Easement may not be paved with asphalt, concrete or other impervious surface unless such paving is required by any federal, state or local law, code, ordinance or regulation. Roads that are abandoned, permanently closed and/or decommissioned shall be revegetated with native species, stabilized and ensured of proper drainage.

5.4.4 Fences and Gates. GRANTOR may construct, place and erect fencing and gates only as necessary for either permitted natural resource protection, preservation, restoration or enhancement, or permitted public recreational and educational use of the

Property. Fencing must be the minimum necessary for such use. All fencing and gates must (a) preserve the scenic values of the Property; (b) not impede wildlife movement except in cases where necessary to protect the allowed natural resources preservation, restoration and enhancement, or recreational and educational uses described in this Easement and (c) comply with the DISTRICT's then current guidelines for fences on conservation lands. Notwithstanding the provisions of Section 5.4.1, in the event of destruction or deterioration of any fences and gates, whether existing at the date hereof or constructed subsequently in accordance with the provisions of this Easement, GRANTOR may maintain and/or replace such fencing and gates only pursuant to the provisions of this Section 5.4.4. In the event any fence or gate, or portion thereof, becomes obsolete or unnecessary for the uses described in this Section 5.4.4, GRANTOR shall remove such fencing or gate from the Property.

5.4.5 Utilities and Energy Resources. Subject to prior written approval of DISTRICT, GRANTOR may expand existing or develop or construct new underground utilities, including but not limited to electric power, septic or sewer, communication lines, and water storage and delivery systems provided that such utilities are directly required for permitted public recreational and educational uses of the Property and are reasonably scaled to serve only those uses.

5.4.6 Signs. GRANTOR reserves the right to construct signs as set forth in this Section 5.4.6. No sign shall be artificially illuminated.

(a) Without prior written notice or approval of DISTRICT, GRANTOR reserves the right to construct or place two signs not to exceed 16 square feet in size each in connection with permitted public recreation and educational uses.

(b) Without prior written notice or approval of DISTRICT, GRANTOR reserves the right to construct or place signs less than 6 square feet in size to (i) mark the boundary of the Property; (ii) provide directional, interpretive and educational information; and (iii) set forth park and/or local area rules or regulations applicable to use of the Property as a public park, provided that the size and number of such signs shall be limited to that which is reasonably necessary to accomplish the permitted uses herein, and further provided that such signs are sited and constructed in a manner that does not create a significant visual impact.

(c) Subject to prior written approval of DISTRICT, GRANTOR may construct or place additional signs necessary or appropriate for permitted public recreation and educational uses, provided that any such additional signs are sited and constructed in a manner that does not create a significant visual impact.

5.5. Land and Resource Management. All land and resource management activities shall be designed and implemented in accordance with sound, generally accepted conservation practices.

5.5.1 Surface Alteration. Alteration of the contour of the Property in any manner whatsoever is prohibited, including, but not limited to, excavation, removal or importation of soil, sand, gravel, rock, peat or sod, except as reasonably necessary in connection with the uses allowed under Section 5 of this Easement. In connection with allowed uses, movement of over 12 cubic yards of material in any calendar year that is not included in an approved Management Plan is subject to prior District consent.

5.5.2 Water Resources. Draining, filling, dredging, diking, damming or other alteration, development or manipulation of watercourses, subsurface water, springs, ponds and wetlands is prohibited except as reasonably necessary in connection with (i) the maintenance, replacement, development and expansion of water storage and delivery systems allowed under Section 5.4.5, and (ii) the preservation, restoration and enhancement of natural resources allowed under Section 5.5.5. Subject to the limitations of this Section 5.5.2, GRANTOR reserves all rights and entitlements to use of surface and subsurface water as may exist under state or federal law.

5.5.3 Mineral Exploration. Exploration for, or development and extraction of, minerals and hydrocarbons by any surface or sub-surface mining or any other method is prohibited.

5.5.4 Fire Management. GRANTOR reserves the right to undertake vegetation management activities for the purpose of fire control provided the techniques used minimize harm to native wildlife and plants and are in accordance with all applicable laws, and subject to District approval of a Fire Management Plan. Fire management methods are limited to:

- (a) Brush removal and mowing of the Property, or other methods of similar nature and intensity; and
- (b) Prescriptive burning undertaken in a manner consistent with the standards and requirements of the local fire protection agency having Jurisdiction; and
- (c) Limited grazing consistent with Section 5.2.3.

5.5.5 Natural Resource Preservation, Restoration and Enhancement. GRANTOR reserves the right to undertake natural resource conservation and restoration activities, including, but not limited to, bank and soil stabilization, practices to reduce erosion, enhancement of water quality, and plant and wildlife habitat, and activities that promote biodiversity. GRANTOR may remove or control invasive, non-native plant and animal species that threaten the Conservation Purpose of this Easement or impede the

growth of native species, provided the techniques used minimize harm to native wildlife and plants and are in accordance with all applicable laws.

5.5.6 Native Vegetation and Tree Removal. Harvesting, cutting, removal or destruction of any native vegetation and trees is prohibited, except as reasonably necessary (i) to control insects and disease, (ii) to prevent personal injury and property damage, (iii) within footprint of permitted public recreational and educational improvements, (iv) for the purpose of fire management, in accordance with Section 5.5.4; and (v) for natural resource management, including native seed collection and plant propagation for use on the Property as set forth in Section 5.5.5 of this Easement.

5.5.7 Native Animal Removal. Killing, hunting, trapping, injuring or removing native animals is prohibited except (i) under imminent threat to human life or safety; and (ii) as reasonably necessary to promote or sustain biodiversity in accordance with restoration and enhancement activities in connection with Section 5.5.5, using selective control techniques consistent with the policies of the Sonoma County Agricultural Commissioner and other governmental entities having jurisdiction.

5.5.8 Off-road Motorized Vehicle Use. Use of motorized vehicles off roadways is prohibited, except for the minimum necessary in connection with permitted construction, maintenance, emergency access and property management activities.

5.5.9 Dumping. Dumping, releasing, burning or other disposal of wastes, refuse, debris, non-operative motorized vehicles or hazardous substances is prohibited.

5.5.10 Outdoor Storage. Outdoor storage is prohibited except as provided in this section.

(a) Materials Required For Permitted Uses. GRANTOR may store materials and supplies required for permitted uses outdoors, provided such storage shall be located so as to minimize visual impacts.

(b) Storage of Construction Materials. GRANTOR may store needed construction and other work materials outdoors during construction of permitted structures and improvements on the Property while work is in progress and for a period not to exceed thirty (30) days after completion or abandonment of construction. Construction shall be deemed abandoned if work ceases for a period of 180 days.

5.6. Public Access Limitations. GRANTOR and DISTRICT understand and agree that the Property will be developed for and will continue to be a public park and open space preserve in perpetuity. GRANTOR, however, reserves the right to exclude the public from the Property on a temporary basis to the extent necessary for public health or safety or for preservation of the Conservation Values of the Property. Nothing in this Easement shall be construed to preclude GRANTOR's right to grant access to third parties to the Property consistent with the terms, conditions and Conservation Purpose of this Easement.

5.7. Easements. GRANTOR may continue the use of existing easements of record granted prior to this Easement. The granting of new temporary or permanent easements, and the modification or amendment of existing easements is prohibited without the prior written approval of the DISTRICT. It is the duty of GRANTOR to prevent the use of the Property by third parties that may result in the creation of prescriptive rights.

PART THREE: PROCEDURES AND REMEDIES

6. Notice and Approval Procedures. Some activities and uses permitted by this Easement require that prior written notice be given by GRANTOR to DISTRICT, while other activities and uses permitted by this Easement require the prior written approval of DISTRICT. Unless and until such notice is given or approval is obtained in accordance with this Section 6, any such activity or use shall be deemed to be prohibited on the Property. GRANTOR shall use the procedures in this Section 6 and Section 19 of this Easement to provide notice to DISTRICT or to obtain DISTRICT's approval. All notices and requests for approval shall include all information necessary to permit DISTRICT to make an informed judgment as to the consistency of the GRANTOR's request with the terms, conditions and Conservation Purpose of this Easement. Forms for notices and requests for approval shall be available at DISTRICT's offices.

6.1 Approval, Amendments, Revisions and Updates of Master Plan. GRANTOR and DISTRICT acknowledge that within three years of the execution of this Easement it is GRANTOR's intent to prepare, or cause to be prepared, a Management Plan for the Property to define and guide future use and development of the Property. For purposes of this Easement, it is agreed that the Management Plan and any amendments, revisions or updates (collectively "Revisions") will be deemed sufficient for its purpose provided the plan identifies (a) all major components of proposed park use (including recreational, educational, and resource management use), (b) the nature of each proposed use and its intended location, (c) all proposed structures, and (d) all actions to be taken to protect natural resources. If GRANTOR desires to construct or place improvements for recreational and educational uses pursuant to Section 5.4.2(b), GRANTOR shall designate one or more areas for such improvements within the Management Plan ("Park Improvement Areas"). Park Improvement Areas shall not, cumulatively, exceed ten percent (10%) of the Property, by acreage. Pursuant to Section 5.1.7 of this Easement, such Management Plan and Revisions require DISTRICT's approval prior to their implementation. The Grantor reserves the rights to include any permitted uses and / or activities allowed under this Easement in the Management Plan.

6.1.1 Standards for Approval. DISTRICT's approval of the Management Plan and any Revisions shall be based solely upon its reasonable determination as to whether the Management Plan and Revisions are consistent with the terms, conditions and Conservation Purpose of this Easement. DISTRICT acknowledges that, in light of the public processes required for development of the Property for recreation and educational

use and natural resource preservation, time is of the essence and DISTRICT's approval shall not be unreasonably withheld or delayed. GRANTOR shall use the following procedure to obtain DISTRICT's approval for the Management Plan and any Revisions:

6.1.2 Procedure for Approval. GRANTOR may, at its discretion, at any time, submit a Management Plan or Revisions to DISTRICT for its review and approval. DISTRICT shall have forty-five (45) days from the receipt of the Management Plan or Revisions, plus fourteen (14) days from any subsequent or follow up submittal, to review the Management Plan or Revisions and either approve the Management Plan or Revisions or notify GRANTOR of any objection thereto. DISTRICT's response, whether tentative approval or objection, shall be in writing and delivered to GRANTOR in accordance with Section 19. If DISTRICT has any objections to the Management Plan or Revisions, it shall state such objections in sufficient detail to enable GRANTOR to modify the Management Plan or Revisions so as to bring it into compliance with the terms, conditions and Conservation Purpose of this Easement.

6.1.3 California Environmental Quality Act. In connection with any environmental review of the Management Plan or Revisions under the California Environmental Quality Act ("CEQA") or any successor statute then in effect, GRANTOR shall provide DISTRICT with notification of and opportunity to comment on any draft environmental document made public under the statute, prior to adoption or certification of that environmental document.

6.1.4 District Approval of Master Plan. Upon DISTRICT's approval and GRANTOR's adoption of a Management Plan or Revisions, all uses and improvements described therein and all development reasonably necessary to implement those described uses and improvements, shall be deemed to be consistent with the terms, conditions and Conservation Purpose of this Easement and shall be permitted on the Property with no further notice to or approval by DISTRICT required. All such uses, development, improvements and activities shall at all times remain subject to the substantive limitations of Section 5. Any update or amendment to the approved Management Plan or Revisions shall be subject to District approval.

6.2 Uses/Activities Requiring Notice or Approval to DISTRICT. In the absence of a Master Plan approved by DISTRICT, or for uses and activities not described in a Master Plan approved by DISTRICT, the following procedures shall be followed for giving notice or obtaining DISTRICT approval where such notice or approval is required by this Easement. Unless and until such notice is given or approval is obtained in accordance with this Section 6.2, any such activity or use shall be deemed to be prohibited on the Property.

6.2.1 Standards for Approval. In any instance in which DISTRICT approval is required, DISTRICT's approval shall be based solely upon its reasonable determination as to whether the activity or use is consistent with the terms, conditions and Conservation Purpose of this Easement and whether the request is complete and accurate. DISTRICT acknowledges that, in light of the public processes required for development of the

Property for recreation and educational use and natural resource preservation, time is of the essence and DISTRICT's approval shall not be unreasonably withheld or delayed.

6.2.2 Procedure for Giving Notice to DISTRICT. For any activity or use that requires prior written notice to DISTRICT, GRANTOR shall deliver such notice to DISTRICT at least forty-five (45) days prior to the commencement of such activity or use. That forty-five (45) day time period provides DISTRICT an opportunity to evaluate whether the proposed activity or use is consistent with the terms, conditions and Conservation Purpose of this Easement before the activity or use is begun.

6.2.3 Procedure for Obtaining Prior Approval from DISTRICT. For any activity or use that requires prior written approval from DISTRICT, GRANTOR shall file a request for such approval ("GRANTOR's request") at least forty-five (45) days prior to the intended commencement of such activity or use. DISTRICT shall have forty-five (45) days from the receipt of a complete request for approval to review the request and to approve, conditionally approve, disapprove or notify GRANTOR of any objection thereto. Disapproval or objection, if any, shall be based on DISTRICT's determination that the proposed activity or use is inconsistent with the terms, conditions or Conservation Purpose of this Easement or that GRANTOR's request is incomplete or contains material inaccuracies. If, in DISTRICT's judgment, the proposed activity or use would not be consistent with the terms, conditions or Conservation Purpose of this Easement or the request is incomplete or contains material inaccuracies, DISTRICT's notice to GRANTOR shall inform GRANTOR of the reasons for DISTRICT's disapproval or objection. Only upon DISTRICT's express written approval, given by DISTRICT's General Manager, may the proposed activity or use be commenced, and then only in accordance with the terms and conditions of DISTRICT's approval.

6.2.4 DISTRICT's Failure to Respond. Should DISTRICT fail to respond to GRANTOR's request for approval within forty-five (45) days of the receipt of GRANTOR's request, GRANTOR may, after giving DISTRICT ten (10) days written notice by registered or certified mail, commence an action in a court of competent jurisdiction to compel DISTRICT to respond to GRANTOR's request. In the event that such legal action becomes necessary to compel DISTRICT to respond and GRANTOR prevails in that action, DISTRICT shall reimburse GRANTOR for all reasonable attorney fees incurred in that action. In the alternative, GRANTOR may commence a proceeding in arbitration under Section 13.

6.2.5 Uses Not Expressly Addressed. In the event GRANTOR desires to commence an activity or use on the Property that is neither expressly reserved nor expressly prohibited in Section 5, GRANTOR shall seek DISTRICT's prior written approval of such activity or use in accordance with the procedure set forth in Section 6.2. The exercise of any activity or use not expressly reserved in Section 5 may constitute a breach of this Easement and may be subject to the provisions of Section 10.

7. Costs and Liabilities Related to the Property.

7.1 Operations and Maintenance of the Property. GRANTOR agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property and does hereby indemnify and hold DISTRICT harmless therefrom. Without limiting the foregoing, GRANTOR agrees to pay any and all real property taxes, fees, exactions, and assessments levied or imposed by local, state or federal authorities on the Property. GRANTOR further agrees to maintain general liability insurance covering acts on the Property. Except as specifically set forth in Section 8.2 below, DISTRICT shall have no responsibility whatever for the operation of the Property, the monitoring of hazardous conditions thereon, or the protection of GRANTOR, the public, or any third parties from risks relating to conditions on the Property. Except as otherwise provided in Section 8.1, GRANTOR hereby agrees to indemnify and hold DISTRICT harmless from and against any damage, liability, claim, or expense, including attorneys' fees, relating to such matters.

7.2 Hazardous Materials.

7.2.1 No DISTRICT Obligation or Liability. Notwithstanding any other provision of this Easement to the contrary, the parties do not intend and this Easement shall not be construed such that it creates in DISTRICT:

(a) The obligations or liabilities of an “owner” or “operator” as those words are defined and used in environmental laws, as defined below, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, sections 9601 et seq.) (“CERCLA”);

(b) The obligations or liabilities of a person described in 42 United States Code section 9607(a)(3) or any successor statute then in effect;

(c) The right to investigate and remediate any hazardous materials, as defined below, on or associated with the Property; or

(d) Any control over GRANTOR’s ability to investigate and remediate any hazardous materials, as defined below, on or associated with the Property.

7.2.2 Warranty of Compliance. GRANTOR represents, warrants, and covenants to DISTRICT that GRANTOR’s use of the Property shall comply with all environmental laws, as defined below.

7.2.3 Definitions. For the purposes of this Easement:

(a) The term "hazardous materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Hazardous Materials Transportation Act, as amended (49 United States Code sections 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 United States Code sections 6901 et seq.), sections 25117 and 25316

of the California Health & Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after the date of this Easement.

(b) The term "environmental laws" includes, but is not limited to, any federal, state, local or administrative agency statute, regulation, rule, ordinance, order or requirement relating to environmental conditions or hazardous materials.

8. Indemnification.

8.1 GRANTOR's Indemnity. GRANTOR shall hold harmless, indemnify, and defend DISTRICT, its agents, employees, volunteers, successors and assigns, from and against all damages, liabilities, claims and expenses, including reasonable attorneys' fees, arising from or in any way connected with (i) injury to or the death of any person, or physical damage to any property resulting from any act, omission, condition or other matter related to or occurring on or about the Property, except to the extent that such damage, liability, claim or expense is the result of the negligence, gross negligence, or intentional misconduct of DISTRICT (it being the intent of this provision to limit GRANTOR's indemnity to the proportionate part of DISTRICT's damage, liability, claim or expense for which GRANTOR is responsible); and (ii) the obligations specified in Section 7; and (iii) any approvals given under Section 6. In the event of any claim, demand, or legal complaint against DISTRICT, the right to the indemnification provided by this Section 8.1 shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to DISTRICT's written notice of such claim, demand, or legal complaint to GRANTOR, unless GRANTOR has acquired knowledge of the matter by other means, nor to any costs, expenses, or settlement payment, including attorneys' fees, incurred subsequent to that notice unless such cost, expense, or settlement payment shall be approved in writing by GRANTOR, which approval shall not be unreasonably withheld.

8.2 DISTRICT's Indemnity. DISTRICT shall hold harmless, indemnify, and defend GRANTOR, its heirs, devisees, successors and assigns, from and against all damages, liabilities, claims and expenses, including reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property and attributable to DISTRICT, except to the extent that such damage, liability, claim or expense is the result of the negligence, gross negligence, or intentional misconduct of GRANTOR (it being the intent of this provision to limit DISTRICT's indemnity to the proportionate part of GRANTOR's damage, liability, claim or expense for which DISTRICT is responsible). In the event of any claim, demand, or legal complaint against GRANTOR, the right to the indemnification provided by this Section 8.2 shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to GRANTOR's written notice of such claim, demand, or legal complaint to DISTRICT, nor to any costs, expenses, or settlement payment, including attorneys' fees, incurred subsequent to that notice unless such cost, expense, or settlement payment shall be approved in writing by DISTRICT, which approval shall not be unreasonably withheld. DISTRICT hereby also agrees to hold

harmless, indemnify and defend GRANTOR from and against all damages, liabilities, claims and expenses, including attorneys' fees, asserted against GRANTOR by any officer, agent, employee, or volunteer of DISTRICT, for personal injury and/or property damage arising out of any inspection or visit to the Property by any such officer, agent, employee or volunteer on behalf of DISTRICT, except to the extent that such injury is attributable to the negligence, gross negligence or intentional misconduct of GRANTOR.

9. Baseline Documentation for Enforcement. In order to establish the present condition of the Property, DISTRICT has prepared a Baseline Documentation Report which will be maintained on file with DISTRICT and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. A copy of the Baseline Documentation Report has been reviewed and approved by GRANTOR. The parties agree that the Baseline Documentation Report provides an accurate representation of the Property at the time of the execution of this Easement. The Baseline Report will be supplemented through periodic monitoring reports as the DISTRICT performs its regular monitoring of the Property.

10. Remedies for Breach.

10.1 DISTRICT's Remedies. In the event of a violation or threatened violation by GRANTOR of any term, condition or restriction contained in this Easement, DISTRICT may, following notice to GRANTOR, institute a suit to enjoin and/or recover damages for such violation and/or to require the restoration of the Property to the condition that existed prior to such violation. The DISTRICT's notice to GRANTOR shall contain a general description of the condition claimed by DISTRICT to be a violation and shall contain a reasonable and specific cure period by which the violation is to cease and the Property is to be restored to the condition that existed prior to the violation. The notice shall be provided in accordance with Section 19. If DISTRICT reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values protected by this Easement, DISTRICT (a) may pursue any and all remedies available under law without waiting for the cure period to expire, and (b) shall have the right, upon the giving of 24 hours' notice, to enter the Property for the purpose of assessing damage or threat to the Conservation Values protected by this Easement and determining the nature of curative or mitigation actions that should be taken. DISTRICT's rights under this Section 10 shall apply equally in the event of either actual or threatened violations of the terms of this Easement. GRANTOR agrees that DISTRICT's remedies at law for any violation of the terms of this Easement are inadequate and that DISTRICT shall be entitled to injunctive relief, both prohibitive and mandatory and including specific performance, in addition to such other relief, including damages, to which DISTRICT may be entitled, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

10.2 DISTRICT's Discretion. Enforcement of the terms of this Easement shall be at the sole discretion of DISTRICT, and any forbearance by DISTRICT to exercise its rights under this Easement in the event of any violation or threatened violation of any term of this Easement shall not be deemed or construed to be a waiver by DISTRICT of such term or of any subsequent violation or threatened violation of the same or any other term of this Easement. Any failure by

DISTRICT to act shall not be deemed a waiver or forfeiture of DISTRICT's right to enforce any terms or conditions of this Easement in the future.

10.3 Liquidated Damages. Inasmuch as the actual damages that would result from the loss or deprivation of the Conservation Values of the Property caused by a violation by GRANTOR of the terms of this Easement are uncertain and would be impractical or extremely difficult to measure, GRANTOR and DISTRICT agree that the damages allowed to DISTRICT by Civil Code section 815.7(c) shall be measured as follows:

(a) For an improvement prohibited by this Easement, an amount equal to the product of (i) the market value of the improvement, (ii) the length of time that the improvement exists on the Property (in terms of years or portion thereof) after notice of violation has been given, and (iii) the then current annual interest rate for post judgment interest; and

(b) For an activity or change in use prohibited by this Easement, whether or not it involves an improvement, an amount equal to any economic gain realized by GRANTOR because of the activity or change in use; and

(c) For an activity or change in use prohibited by this Easement, whether or not it involves an improvement and where there is no measurable economic gain realized by GRANTOR, the product of (i) the cost of restoration, as set forth in a written estimate by a qualified person selected by DISTRICT, (ii) the length of time that the prohibited activity or use continues (in terms of years or portion thereof) after notice of the violation has been given, and (iii) the then current annual interest rate for post judgment interest.

All liquidated damages assessed under this Section 10.3 shall be paid to DISTRICT.

10.4 GRANTOR's Compliance. If DISTRICT, in the notice to GRANTOR, demands that GRANTOR remove an improvement, discontinue a use or both and claims the damages allowed by Civil Code section 815.7(c), then GRANTOR may mitigate damages by fully complying with DISTRICT's notice within the cure period provided therein. If GRANTOR so complies, then in the event of litigation arising out of the notice, brought either by GRANTOR or by DISTRICT, if GRANTOR prevails, then GRANTOR shall be entitled to economic damages, if any, resulting from its compliance with DISTRICT's notice. Neither DISTRICT nor GRANTOR shall be entitled to damages where DISTRICT has not claimed damages in its notice.

10.5 Remedies Nonexclusive. The remedies set forth in this Section 10 are in addition to, and are not intended to displace, any other remedy available to either party as provided by this Easement, Civil Code sections 815 et seq. or any other applicable local, state or federal law.

11. Limitations on Liability.

11.1 Acts Beyond GRANTOR's Control. Nothing contained in this Easement shall be construed to entitle DISTRICT to bring any action against GRANTOR for any injury to or

change in the Property resulting from causes beyond GRANTOR's control, including, but not limited to, fire, flood, storm, and earth movement, or a tortious or criminal act of a third party which GRANTOR could not have prevented in the exercise of due care, or from any prudent action taken by GRANTOR under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes so long as such action, to the extent that GRANTOR has control, is designed and carried out in such a way as to further the Conservation Purpose of this Easement.

11.2 Lawful Exercise of Pre-Existing Rights. Nothing contained in this Easement shall be construed to entitle DISTRICT to bring any action against GRANTOR for any injury to or change in the Property resulting from a third party's lawful exercise of its own rights under a valid and enforceable easement, encumbrance, reservation or restriction recorded on the Property prior to and existing as of the time of the recordation of this Easement and surviving as of the time of the injury or change in the Property.

11.3 Retention of Remedies Against Third Parties. Nothing contained in this Easement shall, in any way, limit any remedy against third parties available to GRANTOR or to DISTRICT under this Easement, Civil Code sections 815 et seq. or any other applicable local, state or federal law.

11.4 No Intended Third Party Beneficiaries. This Agreement is made and entered into for the purposes described herein and for the benefit of the GRANTOR and the DISTRICT, and their respective successors and assigns. The parties hereto do not intend to create any third party beneficiaries to this Agreement. It is the intent of the parties that no other person or entity shall have any right of action or remedy based upon, nor any right to seek enforcement of, any provision in this Agreement, except as may otherwise be provided by law

12. Arbitration. If a dispute arises between the parties concerning the consistency of any activity or use, or any proposed activity or use, with the terms, conditions or Conservation Purpose of this Easement, or any other matter arising under or in connection with this Easement or its interpretation, either party, with the written consent of the other, may refer the dispute to arbitration by a request made in writing upon the other. Provided that GRANTOR agrees not to proceed with any activity or use that is the subject of the dispute pending resolution of the dispute, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator who shall be a retired United States District Court or California Superior Court judge; provided, however, if either party fails to select an arbitrator within fourteen (14) days of delivery of the request for arbitration, or if the two arbitrators fail to select a third arbitrator within fourteen (14) days after the appointment of the second arbitrator, then in each such instance, a proper court, on petition of any party, shall appoint the second or third arbitrator or both, as the case may be, in accordance with California Code of Civil Procedure sections 1280 et seq., or any successor statutes then in effect. The arbitration shall be conducted in accordance with said statute, including, without limitation, the provisions of Section 1283.05 of the Code of Civil Procedure which are incorporated into, made a part of, and made applicable to any arbitration pursuant to this Section. The Conservation Purpose of this Easement, the terms and conditions of this Easement, and the applicable laws of

the State of California shall be the bases for determination and resolution, and a judgment of the arbitration award may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for all its costs and expenses related to such arbitration, including, but not limited to, the fees and expenses of the arbitrators, but excluding attorneys' fees, which sum shall be determined by the arbitrators and any court of competent jurisdiction that may be called upon to enforce or review the award.

13. Extinguishment and Condemnation.

13.1. Extinguishment. Subject to the requirements and limitations of California Public Resources Code section 5540, or successor statute then in effect, if circumstances arise in the future that render the Conservation Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the compensation to which DISTRICT shall be entitled from any sale, exchange or involuntary conversion of all or any portion of the Property after such termination or extinguishment, shall be determined, unless otherwise provided by California law at the time, in accordance with Section 13.2. All proceeds paid to DISTRICT shall be used by DISTRICT for the purpose of the preservation of agriculture and open space within Sonoma County.

13.2 Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation; whether by public, corporate, or other authority, so as to terminate this Easement in whole or in part, either GRANTOR or DISTRICT (or both, on such conditions as they may agree) may commence appropriate actions to recover the full value of the Property (or portion thereof) subject to the condemnation or in-lieu purchase and all direct or incidental damages resulting therefrom. Any expense incurred by GRANTOR or DISTRICT in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between GRANTOR and DISTRICT in accordance with Section 13.3.

13.3 Property Interest and Fair Market Value. This Easement constitutes a real property interest immediately vested in DISTRICT. For the purpose of this Section 13, the parties stipulate that, in the event of condemnation of the Property or any portion thereof, the fair market value of the Property for purposes of just compensation shall be determined as though this Easement did not exist. Unless otherwise agreed upon by the parties in writing at the time of condemnation all compensation received shall be paid to DISTRICT, except such sums as are directly attributable to improvements made on the Property by GRANTOR after the date of this Easement, which sums shall be paid to GRANTOR, provided that the improvements were not made or funded by DISTRICT and further provided that the improvements do not constitute a breach of this Easement.

PART FOUR: MISCELLANEOUS

14. Approvals. Whenever in this Easement the consent or approval of one party is required for an act of the other party, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

15. Interpretation and Construction. To the extent that this Easement may be uncertain or ambiguous such that it requires interpretation or construction, then it shall be interpreted and construed in such a way that best promotes the Conservation Purpose of this Easement. This Easement is intended and shall be construed to supersede the 1994 Easement.

16. Easement to Bind Successors. The Easement herein granted shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind GRANTOR, GRANTOR's heirs, personal representatives, lessees, executors, successors, including but not limited to purchasers at tax sales, assigns, and all persons claiming under them forever. The parties intend that this Easement shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, officers, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California. Further, the parties agree and intend that this Easement creates an easement encompassed within the meaning of the phrase "easements constituting servitudes upon or burdens to the property," as that phrase is used in California Revenue & Taxation Code section 3712(d), or any successor statute then in effect, such that a purchaser at a tax sale will take title to the Property subject to this Easement.

17. Subsequent Deeds and Leases. GRANTOR agrees that a clear reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Property (including, but not limited to, a leasehold interest) is conveyed and that GRANTOR will attach a copy of this Easement to any such instrument. GRANTOR further agrees to give written notice to DISTRICT of the conveyance of any interest in the Property at least ten (10) days prior to any such conveyance. These obligations of GRANTOR shall not be construed as a waiver or relinquishment by DISTRICT of rights created in favor of DISTRICT by Section 16 of this Easement, and the failure of GRANTOR to perform any act required by this Section 17 shall not impair the validity of this Easement or limit its enforceability in any way.

18. Warranty of Ownership. GRANTOR warrants that it is the owner in fee simple of the Property, and that on the date it executed this Easement the Property is not subject to any liens or deeds of trust.

19. Notices.

19.1 Method of Delivery. Except as otherwise expressly provided herein, all notices, (including requests, demands, approvals or communications) under this Easement shall be in writing and either served personally or sent by first class mail, postage prepaid, private courier or delivery service or telecopy addressed as follows:

To GRANTOR: Assistant City Manager
 City of Healdsburg
 401 Grove St.

Healdsburg, CA 95448
Fax:

To DISTRICT: General Manager
Sonoma County Agricultural Preservation and Open Space District
747 Mendocino Avenue, Suite 100
Santa Rosa, CA 95401
Fax :

Or to such other address as such party from time to time may designate by written notice pursuant to this Section 19.

19.2 Effective Date of Notice. Notice shall be deemed given for all purposes as follows:

- (a) When personally delivered to the recipient, notice is effective on delivery.
- (b) When mailed first class postage prepaid to the last address designated by the recipient pursuant to Section 19.1, notice is effective one business day following the date shown on the postmark of the envelope in which such notice is mailed or, in the event the postmark is not shown or available, then one business day following the date of mailing. A written declaration of mailing executed under penalty of perjury by the GRANTOR or DISTRICT or an officer or employee thereof shall be sufficient to constitute proof of mailing.
- (c) When mailed by certified mail with return receipt requested, notice is effective on receipt as confirmed by the return receipt.
- (d) When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery as confirmed by the delivery service.
- (e) When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice, notice is effective on receipt as long as (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (ii) the receiving party delivers a written confirmation of receipt. Subject to the foregoing requirements, any notice given by telex or fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a non-business day.

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

20. Amendment. If circumstances arise under which an amendment or modification of this Easement would be appropriate, GRANTOR and DISTRICT shall be free to jointly amend this

Easement, provided that any amendment shall be consistent with the Conservation Purpose of this Easement, shall ensure protection of the Conservation Values of the Property, shall not affect the Easement's perpetual duration and shall be consistent with Public Resources Code section 5540 and any successor statute then in effect. Any such amendment shall be in writing, executed by GRANTOR and DISTRICT, and recorded in the Office of the Sonoma County Recorder.

21. No Forfeiture. Nothing contained in this Easement shall result in a forfeiture or reversion of GRANTOR's title in any respect.

22. Termination of Rights and Obligations. A party's rights and obligations under this Easement shall terminate upon transfer of the party's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

23. Enforceable Restriction. This Easement and each and every term contained herein is intended for the benefit of the public and constitutes an enforceable restriction pursuant to the provisions of Article XIII, section 8 of the California Constitution and California Public Resources Code section 5540, or any successor constitutional provisions or statutes then in effect.

24. Applicable Law and Forum. This Easement shall be construed and interpreted according to the substantive law of California, excluding the law of conflicts. Any action to enforce the provisions of this Easement or for the breach thereof shall be brought and tried in the County of Sonoma.

25. Pronoun Number and Gender. Whenever used herein, unless the provision or context otherwise requires, the singular number shall include the plural and the plural the singular, and the masculine gender shall include the feminine and neuter.

26. GRANTOR and DISTRICT. Wherever used herein, the terms GRANTOR and DISTRICT, and any pronouns used in place thereof, shall mean and include the above-named GRANTOR and its heirs, successors, and assigns, including any persons claiming under them, and the above-named DISTRICT and its successors and assigns, respectively.

27. DISTRICT's General Manager. Wherever used herein, the term DISTRICT's General Manager, and any pronoun used in place thereof, shall mean and include the General Manager of DISTRICT and his duly authorized representatives.

28. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in a written amendment prepared, executed and recorded in accordance with Section 20.

29. Severability. In the event any provision of this Easement is determined by the appropriate court to be void and unenforceable, all remaining terms and conditions shall remain valid and binding. If the application of any provision of this Easement is found to be invalid or

unenforceable as to any particular person or circumstance, the application of such provisions to persons or circumstances, other than those as to which it is found to be invalid, shall not be affected thereby.

30. Estoppel Certificates. DISTRICT shall, at any time during the existence of this Easement, upon not less than thirty (30) days' prior written notice from GRANTOR, execute and deliver to GRANTOR a statement in writing certifying that this Easement is unmodified and in full force and effect (or, if modified, stating the date of execution and date of recording of the respective amendment) and acknowledging that there is not, to DISTRICT's knowledge, any default by GRANTOR hereunder, or, if DISTRICT alleges a default by GRANTOR, specifying such default. DISTRICT's obligation to deliver the statement of certification is conditioned on GRANTOR's reimbursing DISTRICT for all costs and expenses reasonably and necessarily incurred in its preparation as determined by DISTRICT's General Manager.

31. No Liens, Encumbrances, or Conveyances. GRANTOR warrants that after it has executed this Easement, it will not record any lien, encumbrance, or otherwise convey any right, title, or interest in and to the Property until such time as this Easement has been accepted and recorded by DISTRICT.

32. Effective Date. This Easement shall be effective as of the date of its acceptance by DISTRICT pursuant to California Public Resources Code sections 5500 et seq.

IN WITNESS WHEREOF, GRANTOR and DISTRICT have executed this Easement this day of _____, 20__.

GRANTOR:

By: _____
City Manager, City of Healdsburg

ATTEST:

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE
DISTRICT

By: _____
President of the Board of Directors

ATTEST:

Clerk of the Board of Directors

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

2009197.1

F. EASEMENT AMENDMENTS

State law significantly limits the District's ability to allow easement amendments. Moreover, the success of the District's program depends on the public's confidence that the District will meet its obligation to enforce its agreements as written. This confidence could be seriously eroded if the District were to allow easement amendments other than those that clearly enhance the conserved open space values.

OBJECTIVE

Strictly limit the circumstances under which amendments to conservation easements may be considered so as to protect the District's goals, maintain public confidence and ensure compliance with state law.

POLICIES

1. Approve amendments to conservation easements only where there is a clear benefit to the District and its conservation goals.
2. Approve amendments to conservation easements only where the amendment is consistent with law, with adopted District policies and with the conservation purpose of the easement.
3. Amendments to provide for additional natural resource protection shall be permitted provided that such additional protection does not diminish or otherwise impair the conservation values of the land.
4. Notwithstanding the policies set forth herein, conservation easements, like other interests in real property, can be condemned for public purposes. Where it appears that the condemnation power has been properly exercised or there is a substantial threat that it will be so exercised, the District may enter into settlement negotiations with the condemning authority and the landowner, as appropriate under the circumstances, to seek settlement in lieu of condemnation.

PROCEDURES

1. *Application by Landowner.*
 - a) All requests by a landowner for an amendment to a conservation easement shall be in writing and shall include the following:
 - (1) A description of the proposed amendment.
 - (2) The specific reason(s) why landowner is requesting the amendment.

- (3) An explanation of how the amendment is consistent with the conservation easement and with the amendment policies and procedures of the District.
 - (4) A map with notations identifying locations affected by the proposed amendment together with any other documentation necessary to understand the significance of proposed amendment.
 - (5) Payment of the initial filing fee set by the District along with a written agreement to pay all costs, including District's staff costs, relating to processing the amendment request.
 - b) Within thirty (30) days after receipt of the amendment application, the District shall inform landowner whether the application is complete or incomplete. If the application is incomplete, the District shall identify the additional information required. Where sensitive natural resources may be affected by a proposed conservation easement amendment, the District may require that further site study be conducted prior to considering the proposed amendment.
2. *Amendments Requested by District.* There may be circumstances when the District determines that amending the conservation easement will advance the purpose of the conservation easement. For example, the District may want to update the conservation easement to the District's current form or correct a mistake, or provide additional resource protection. In such circumstances, District staff may initiate an amendment to a conservation easement provided staff first obtains landowner consent. Upon receipt of landowner written consent, District staff shall prepare a written proposal, setting forth all information required under Procedures 1(a)(1) through (4) above, for submission to the District Board of Directors.
3. *Fees.*
- a) The District shall establish a fee schedule for amendments.
 - b) When the District initiates an amendment pursuant to Procedure 2 above, all costs of such application shall be borne by the District provided, however that if the landowner simultaneously requests an amendment, the landowner shall pay fees based on the costs reasonably allocated to the amendment sought by the landowner.
4. *Review of the Application.*
- a) Upon receipt of a complete application, the District shall evaluate the amendment application with respect to Policies 1 through 4 above and the findings required by Procedure 7 below. Staff evaluation may include consultation with appropriate experts, a site visit, and preparation of environmental documentation as may be required by the California Environmental Quality Act. The evaluation may also include consultation with the property owner, and any individual, entity or public agency that donated lands or contributed funds to the acquisition, apart from District funds.

- b) District staff shall, upon completion of its evaluation of the application, make a written recommendation to the General Manager and the District's Counsel. The written recommendation may recommend approval, approval with conditions or denial of the application. The staff recommendation shall be made within six months after receipt of a completed application.
5. **General Manager's Decision/Recommendation.** The District staff shall present its evaluation, together with its recommendation, to the General Manager. A copy of the evaluation and recommendation shall also be provided to the District's Counsel. The General Manager shall consult with the District's Counsel, and shall, within sixty (60) days of presentation by District staff, do one of the following:
 - a) Refer the proposed amendment back to staff for further evaluation, clarification or other action. The referral shall be in writing, explaining the reasons for the referral.
 - b) If the General Manager concludes that the amendment is legally permissible, is consistent with Policies 1 through 4 above, and is advisable, and that the findings required by Procedure 7 below can be made, the General Manager shall present the matter to the District's Board of Directors at a regularly scheduled Board meeting, together with his/her written recommendation for approval. In addition, if the General Manager determines that the Open Space Authority has jurisdiction over the proposed amendment, the matter shall also be placed on the agenda of the Open Space Authority. A copy of the recommendation shall be sent to the landowner.
 - c) If the General Manager concludes that the proposed amendment is not legally permissible, is contrary to Policies 1 through 4 above, is not advisable or that the findings required by Procedure 7 below cannot be made, the General Manager may deny the application for amendment and so notify the applicant. The denial shall be in writing and shall state the reasons therefore.
 - d) If, for any reason, the General Manager does not recommend approval of the amendment to the Board of Directors, he/she may, as an alternative to denial of the application under Procedure 5c, submit the amendment to the Board of Directors with no recommendation. Any such action shall be by written memo explaining the reasons for the action. A copy of the written memo shall be sent to the landowner.
6. **Appeal of Decision by General Manager.** In the event that the General Manager denies an application pursuant to Procedure 5c, the landowner may appeal the denial by the General Manager to the Board of Directors. The appeal shall be in writing, shall include the required fee and shall be filed with the District within twenty (20) days after the District mails notice of the General Manager's decision.
7. **Board of Directors Action.** The Board of Directors shall consider de novo any application that comes before it, whether by presentation of the General Manager or by appeal. The Board shall approve an amendment (whether initiated by a landowner or the District) only if it makes all of the following findings:

- a) The amendment is clearly consistent with the conservation purpose of the conservation easement.
- b) The amendment enhances and otherwise does not impair the conservation values of the land subject to the conservation easement.
- c) The amendment does not undermine the perpetual nature of the conservation easement.
- d) The amendment is not precluded by the conservation easement or by state or federal law.
- e) The amendment does not reconvey any interest in land that has been expressly extinguished by the conservation easement.
- f) The amendment is the minimum change necessary to satisfy the purpose of the amendment.
- g) The amendment is consistent with the District's Acquisition Plan and other applicable District policies in effect at the time of the proposed amendment.
- h) The amendment is consistent with all applicable land use and zoning regulations.
 - i) The amendment incorporates, to the maximum extent practical and legally permissible, the language used by the District in its then-current conservation easements.
 - j) The amendment increases or has no effect on the appraised value of the conservation easement.

In its consideration of an amendment, the Board of Directors further shall make a finding as to whether the proposed amendment will require approval of the County voters or the California legislature pursuant to Public Resources Code Section 5540 et seq.

- 8. Notwithstanding Procedure 7, in the event of condemnation or a bona fide threat of condemnation of a conservation easement or a portion thereof, the Board may enter into settlement negotiations with the condemning authority and the landowner, as appropriate under the circumstances, to seek settlement in lieu of condemnation.

APPRAISAL REPORT

**FITCH MOUNTAIN
EIGHT RURAL RESIDENTIAL LOTS
Located at
UNINCORPORATED HEALDSBURG,
SONOMA COUNTY, CALIFORNIA**



PREPARED FOR

*Mr. Stuart Martin, SR/WA
Sonoma County Open Space District
747 Mendocino Avenue
Santa Rosa, California 95401*

as of

December 15, 2010

PREPARED BY

*Dana W. Burwell, MAI, ASA
PO Box 115
Healdsburg, California 95448*

Dana W. Burwell, MAI, ASA

Real Estate Valuation - Consultation
Post Office Box 115, Healdsburg, CA 95448
Tel: 707-433-7490 - Fax: 707-778-1389
email: danaburwell@earthlink.net

June 27, 2011

Mr. Stuart Martin, SR/WA
Sonoma County Agricultural Preservation & Open Space District
747 Mendocino Avenue, Suite 100
Santa Rosa, California 95401

Re: Fitch Mountain
Eight Rural Residential Lots
Unincorporated Healdsburg, Sonoma County, California

Dear Mr. Martin:

Subsequent to your request and authorization, I have completed an appraisal to estimate the Market Value of the Fee Simple Interest in the proposed eight lot development located on Fitch Mountain in an unincorporated area of Healdsburg, Sonoma County. The function of the appraisal is to assist the District in its decision making process regarding the purchase of the subject property.

In order to appraise this property, I have completed an inspection of the subject property and observed trends of land uses in the area. In addition, I researched comparable land sales that provided an indication of the retail value of each lot. A subdivision analysis was also completed that included a retail sales analysis of the lots over a sell-out period less site development costs and holding costs. The property also includes seven Assessor Parcels that are considered unbuildable and have not been included in the valuation.

Based upon my analysis of the available information, the Market Value of the Fee Simple Interest in the subject property, as of December 15, 2010, is considered to be:

**ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS
(\$1,800,000)**

The valuation stated herein is subject to the conditions and assumptions stated on the following pages. In addition, the report has been made in conformity with the Uniform Standards of Professional Appraisal Practice and is subject to the requirements of the Code of Ethics, the Standards of Professional Conduct of the Appraisal Institute and the standards and reporting requirements of the District.

Respectfully submitted,

Dana W. Burwell
Certified General Real Estate Appraiser
AG003696

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY IDENTIFICATION:	Fitch Mountain Unincorporated Healdsburg, Sonoma County, California
OWNERSHIP:	F.R.A.N.C.E.Z., LLC
ASSESSOR'S PARCELS:	Various (See Page 31)
SITE DESCRIPTION:	198.7 gross acres. Lots 1 through 7 range in size from 3.3 to 12.4 acres while Lot 8 contains 147.9 acres and is partially encumbered by a Forever Wild Easement. The property also includes seven APN's that are a part of Lot 8 and are not encumbered by the conservation easement. These lots are considered unbuildable and have not been included in the valuation.
ACCESS:	The property is accessed from the extension of Hilltop Road, a county street that further connects to Fitch Mountain Road.
UTILITIES:	Each lot includes a building envelope and requires the extension of a water line from a proposed mutual water system. Each lot requires an engineered septic system and the extension of PG&E utilities from Hilltop Road.
CURRENT USE:	Rural Land
HIGHEST AND BEST USE:	Rural Residential Development
ZONING:	RRD- B8 with eight legal lots
INTEREST APPRAISED:	Fee Simple Interest

VALUE INDICATIONS

\$/Acre:	\$10,000 per acre
Retail Value of 8 Lots:	\$3,490,000
Cost of Development:	<u>\$1,266,277</u>
Cash Flow:	\$2,223,723
Sell-out period:	Three years
Discount Rate:	15.0%

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

INDICATED VALUES

Sales Comparison Approach: \$1,990,000
Income Approach to Value: \$1,600,000

VALUE CONCLUSION: \$1,800,000

EFFECTIVE DATE OF VALUE: December 15, 2010

DATE OF INSPECTION: December 15, 2010

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice USPAP.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- The appraiser previously appraised this property in 2007 for the same client.
- Dana W. Burwell made a personal inspection of the property that is the subject of this report.
- The appraisal report is in conformance with the Uniform Standards of Professional Appraisal Practice.
- As of the date of this report, Dana Burwell has satisfied continuing education requirements of the Appraisal Institute and the State of California.

Dana W. Burwell
Certified General Real Estate Appraiser
Lic. AG003696

SUBJECT PHOTOGRAPHS



Pad Area of Lots 1 and 2



Pad Area of Lot 8

SUBJECT PHOTOGRAPHS

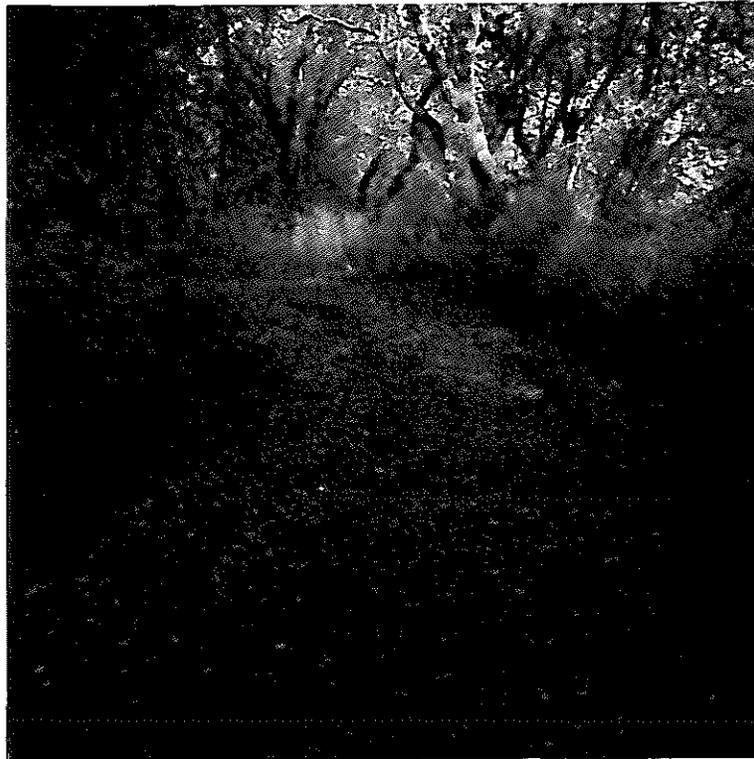


Pad Area of Lot 5



View toward Lot 7

SUBJECT PHOTOGRAPHS



View toward Lot 6



Pad Area near Lots 3 & 4

SUBJECT PHOTOGRAPHS



View of Typical Road Section



View of Typical Road Section

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REPORT SUMMARY

Identification of Subject Property

The subject property represents an approximately 198.7 acre parcel consisting of eight legal lots, further identified as Administrative Certificates of Compliance (ACCs) issued by the County of Sonoma. The largest lot, Lot 8, is partially encumbered by a conservation easement. In addition, seven lots that are apart of Lot 8 are located outside the area encumbered by the conservation easement and are considered unbuildable. The property originally consisted of 26 assessor's parcels that were assembled into the eight lots based on a survey by Ray Carlson & Associated, dated June, 1996, and subsequent lot lines adjustments. The property is known as Fitch Mountain and is a prominent landmark in the greater Healdsburg area.

The eight lots include seven lots located on the eastern portion of Fitch Mountain that range in size from 3.3 acres to 12.4 acres. Each of the eight lots includes a building envelope. The largest lot, Lot 8, contains 147.9 acres and is situated along the western portion of Fitch Mountain. This parcel is further encumbered by a Forever Wild Conservation Easement with the Sonoma County Open Space District that encompasses most of the parcel. The eight lots are accessed from Hilltop Road that connects to a gravel/dirt road that further connects to each lot and respective building pads. The road requires grading, installation of drainage culverts and asphalt paving to meet County fire standards.

Fitch Mountain is located outside the city limits of Healdsburg but within the city's sphere of influence. The area has a combination of private and public services. Water is available to each of the subject lots from the Fitch Mountain Water District. Water service to each lot would be from a large holding tank located near the highest elevation of Fitch Mountain with a water line extension to each lot. Each lot would also require a mound septic system. Electrical service is available from PG&E and would be provided from newly installed overhead utility poles.

History of Subject Property

The subject property is currently vested in F.R.A.N.C.E.Z., LLC. The property was sold to the current title holder for \$2,639,000 in March, 2003. At the time of the sale, the property included the eight parcels that required extension of services to each lot. Lot 8 was partially encumbered with a Forever Wild Conservation Easement in a transfer that occurred in 1994. A portion of Lot 8 is located outside the conservation easement. Previous to the most recent transfer, the property has been owned by the Ratchford family for over 20 years. There have been no transfers of ownership since 2003.

Purpose and Function of the Appraisal

I have been requested by Mr. Stuart Martin, representing the Sonoma County Agricultural Preservation & Open Space District (District), to estimate the market value of the Lots 1 through 8 representing 200 acres located on Fitch Mountain. The appraisal report includes the fee simple retail value of the eight individual lots and a discounted cash flow analysis of the property assuming a typical sell-out of the lots and completion of site development costs estimated by Carlile-Macy, dated January, 2011.

This appraisal assignment is a Self Contained Appraisal Report (under Standards Rule 2-2, as defined in the Uniform Standards of Professional Appraisal Practice, USPAP).

Use of the Appraisal Report

The contents and conclusions presented in this report have been prepared for the exclusive use of the District. No other release or duplication is permitted without the written authorization of Dana W. Burwell. Please refer to item 18 of the Assumptions and Standard Limiting Conditions for further clarification.

Inspection of Subject and Date of Valuation

The subject property was inspected with Stuart Martin, a representative of the Open Space District, on December 15, 2010. The effective date of valuation is December 15, 2010.

Disclosure of Competency

The appraiser has extensive experience in appraising properties similar to the subject property. Over the past thirteen years, I have appraised rural residential and agricultural properties located throughout the San Francisco Bay area. In addition, I have valued agricultural, commercial and residential real estate in Mann, Napa and Sonoma Counties for the past twenty years. The appraiser's qualifications are included in the addenda of this appraisal report.

Market Value "As-Is" On Appraisal Date

The estimated Market Value of a property considers its condition observed upon the date of inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualifications as of the date the appraisal is prepared. In the case of the subject, this value refers to the eight lots that require offsite development work to be marketable for residential development.

Property Rights Appraised

Fee Simple Interest

The purpose of the appraisal is to estimate the Market Value of the Fee Simple Interest in the subject property as described herein.

The Fee Simple Interest is defined by the Appraisal Institute as an absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the government powers of taxation, eminent domain, police power and escheat.

The conservation easement is appraised as to less than fee simple, or easement interest. Easement is defined by the Appraisal Institute as an interest in real property which conveys use, but not ownership, of a portion of the real property. An easement is specific right granted to another to utilize a property for a specified purpose.

Scope of the Appraisal

The scope of the appraisal assignment required investigating sufficient data relative to the subject property to derive an opinion of value. The depth of analysis was based on the significance of the appraisal problem. This appraisal assignment is a Self Contained Appraisal assignment (under Standards Rule 2-2, as defined in the Uniform Standards of Professional Appraisal Practice, USPAP). The appraisal assignment required the following steps:

1. An inspection of the property and its neighborhood was conducted to determine the physical features and conditions of the subject in addition to its environment and surrounding influences.
2. The appraiser also researched municipal records to ascertain current and historical assessment information and ownership data regarding the subject property.
3. The subject property's current physical and legal conditions were researched in addition to its background and history.
4. The market area was examined to determine existing and proposed inventory, demand and marketability of comparable properties.
5. The highest and best use of the property in the before and after condition was determined based on the factors of physical possibility, legal permissibility, financial feasibility and maximum productivity.
6. The retail value of each lot is based on a survey of rural and city lots within the Healdsburg area. A subdivision analysis was also undertaken and includes a discounted cash flow analysis with a projected sell-out rate of the lots less sales and holding costs and site development costs. The site development costs were provided by the engineering firm of Carlile-Macy, dated January, 2011.
7. Based on a review and analysis of the market data, the market value of the subject property was estimated by the Sales Comparison Approach and the Income Approach.

8. A final value conclusion was derived and the value conclusion is subject to certain assumptions and limiting conditions.

Definition of Market Value (FIRREA)

For the purpose of this appraisal, Market Value will be defined as follows:

The most probable price a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of the specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and each acting in what they consider their own best interest.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto.
5. The price represents a normal consideration for the property sold unaffected by special financing or creative financing or sales concessions granted by anyone associated with the sale.

General Assumptions and Standard Limiting Condition

This appraisal is subject to the following limiting conditions.

1. The legal description and area dimensions furnished the appraiser is assumed to be correct. No survey of the boundaries of the property was completed.
2. I assume no responsibility for matters legal in character, nor do I render any opinion as to title, which is assumed to be marketable. All existing liens, encumbrances, and assessments have been disregarded, except where noted, and the property is appraised as though free and clear, under responsible ownership and competent management.
3. Unless otherwise noted herein, it is assumed that there are no encroachments, zoning, or restrictive violations existing in the subject property.
4. No opinion is intended to be expressed on matters which require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers.
5. The exhibits in this report are included to assist the reader in visualizing the property. I have made no survey of the property and assume no responsibility in connection with such matters.
6. The distribution or allocation, if any, of the total valuation of this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. Any value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division of interests has been set forth in the report.
7. The statements of value and all conclusions shall apply as of the date shown herein.
8. I assume no responsibility for economic or physical factors which may affect the opinions

herein stated, which may be present or occur at some date after the date of value.

9. I have inspected, as far as possible, by observation, the land; however, it was impossible to personally inspect conditions beneath the soil; therefore, no representations are made as to these matters unless specifically considered in the appraisal. Further, no opinion is expressed as to the value of sub-surface oil, gas, or mineral rights, or whether the property is subject to surface entry for the exploration or removal of such materials, except as is expressly stated.
10. This appraisal is predicated on the assumption that the existence of hazardous material, which may or may not be present on or near the property, was not observed by the appraiser, unless otherwise stated in the appraisal, knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of asbestos or other potentially hazardous materials may affect the value of the property. The value estimate herein is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such condition, or for any expertise or knowledge required to discover them.
11. No engineering survey has been made by us. Except as specifically stated, data relative to size and area were taken from sources considered reliable. Furthermore, no warranty is implied with regard to physical or structural or operational deficiencies which are not disclosed to the appraiser and noted herein.
12. The appraiser assumes no responsibility for determining if the property requires environmental approval by the appropriate governing agencies, nor if it is in violation thereof, unless otherwise noted herein. The appraiser assumes that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal report. The appraiser assumes that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

13. Information, estimates, and opinions contained in this report are obtained from sources considered reliable and where feasible, has been verified. However, no liability can be assumed for information supplied by others.
14. I reserve the right to make such adjustments to the valuation herein reported, as may be required by the consideration of additional data or more reliable data that may become available.
15. All projections of income and expenses in this report are estimates of current market expectations, not predictions of the future. No warranty or representation is made that these projections will materialize. Where Discounted Cash Flow Analyses have been undertaken, the discount rates utilized to bring forecast future revenues back to estimates of present value, reflect both our market investigations of yield anticipations and our judgement as to the risks and uncertainties in the subject property and the consequential rates of return required to attract an investor under such risk conditions.
16. The appraiser may not be required to give testimony or to appear in court or any governmental or other hearing by reason of this appraisal, unless prior arrangements have been made.
17. The appraiser has no present or contemplated future interest in the property which is not specifically disclosed in this report.
18. This report shall be used for its intended purpose only and by the parties to whom it is addressed as of the current date of valuation. Possession of this report does not carry with it the right of publication, or duplication. The signer of this report is subject to the Appraisal Institute Bylaws and Regulations. The Institute requires each member or candidate to control the use and distribution of each appraisal signed by such member or candidate. Therefore, except as hereinafter provided, the party for whom this appraisal was prepared may distribute copies of this report, in its entirety, to such third parties as may be selected by the party for whom this report was prepared; however, selected portions of this appraisal shall not be given to third parties without the prior written consent of the signatories of this report. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales,

or other media without the written consent or approval of the author. This applies particularly to value conclusions, the identity of the appraiser or firm with which is connected, and any reference to the Appraisal Institute.

REGIONAL AND NEIGHBORHOOD DESCRIPTION

Sonoma County

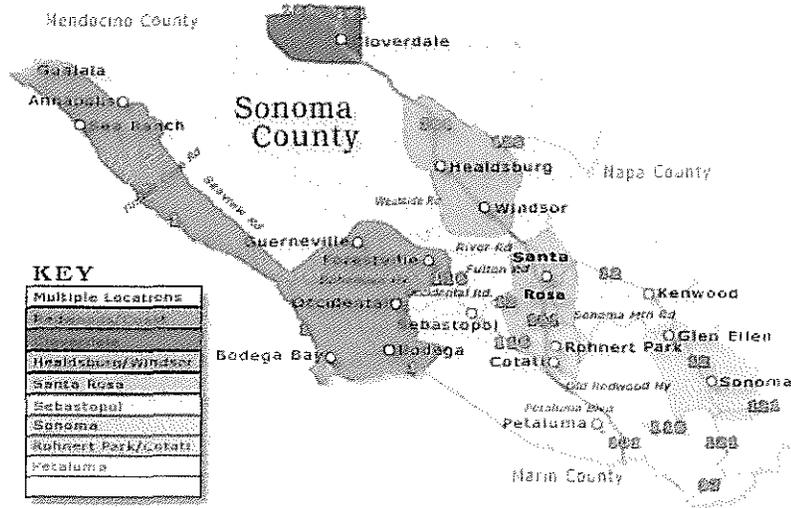
Sonoma County is one of the original 27 counties in the state. It is the northernmost of the nine greater San Francisco Bay Area counties. Bordered on the north and east by

Mendocino, Lake, and Napa counties and to the west and south by the Pacific Ocean, Marin County, and San Pablo Bay, its area encompasses 1,598 square miles.

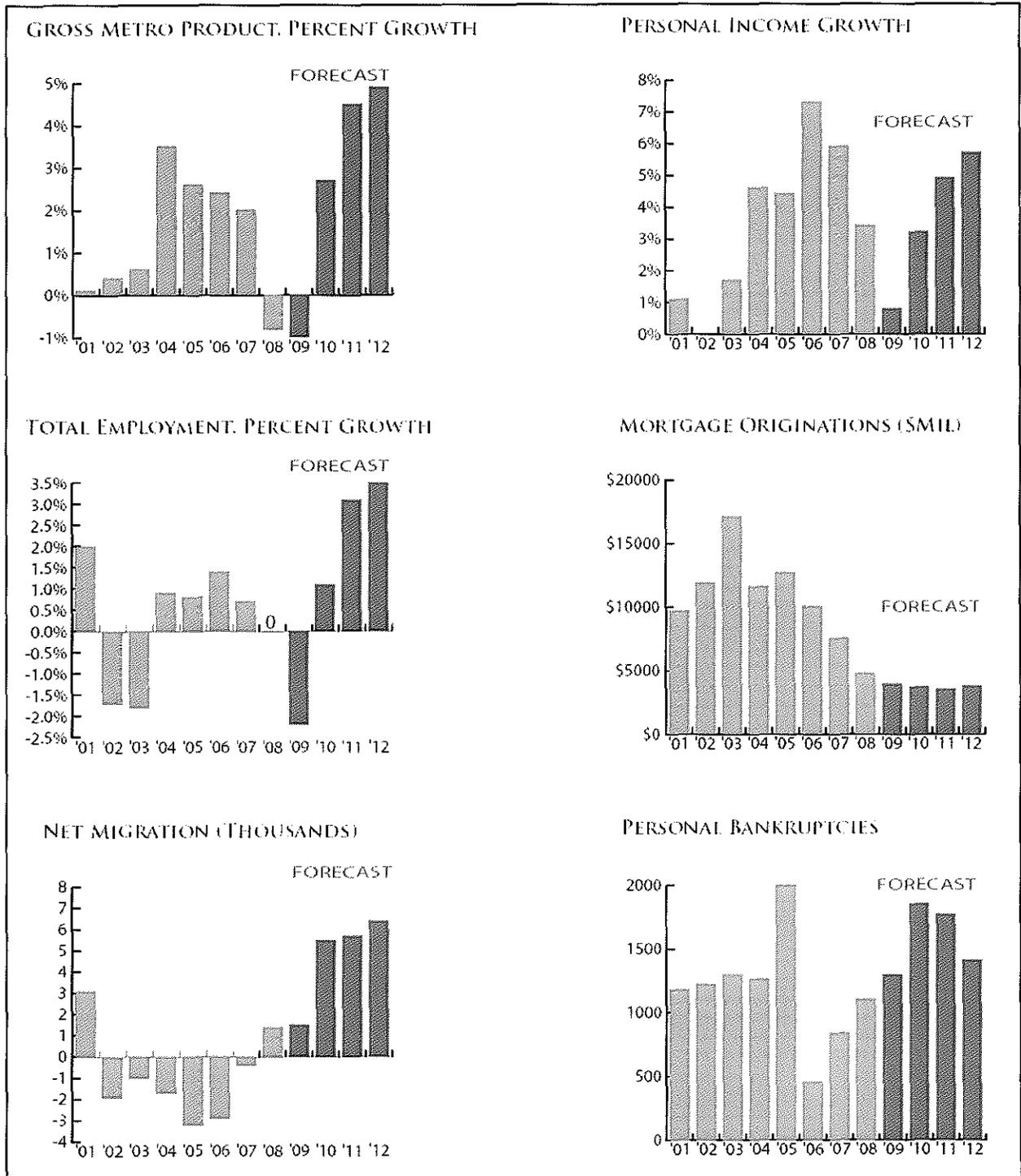
The county extends 50 miles from north to south and has a width of about 35 miles. Geographically, Sonoma County is divided almost equally into mountainous regions, rolling hills and valley land. Three narrow valleys, separated by mountains, run north to south, which creates numerous microclimates within the county. Elevations in the county range from sea level to 4,262 feet at the top of Mt. St. Helena, where Sonoma, Napa and Lake Counties converge.

Sonoma County's climate is characterized by dry, pleasant summer months followed by a rainy season from November through April. Mean temperatures throughout the county vary significantly during the summer, ranging from the cool weather of the coastal area to the warmer climate of the inland valleys. Rainfall averages about 50 inches along the coast and about 30 inches in the valleys.

Between 1950 and 1980, Sonoma County's population tripled, with almost half the growth occurring during the 1970's. Between 1980 and 1990, the county's population increased by 88,541 people or 29.5%. This is equivalent to an annual growth rate of 2.6% per year. Between 2000 and 2010, the county's population growth has averaged 2.9% per year similar to the growth rate during the 1980's and 1990's.



However, it is expected that long term growth over the next two decades will be lower than the 1980-2010 period due to slow growth policies backed by the electorate and the build-out conditions of most cities in the county.



Sonoma County Indicators for 2010

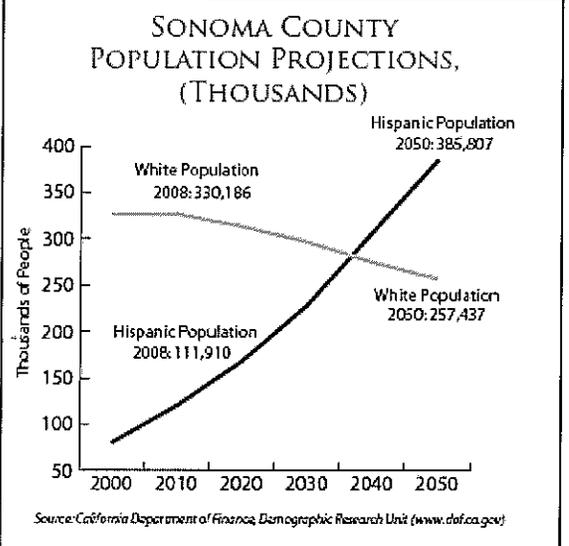
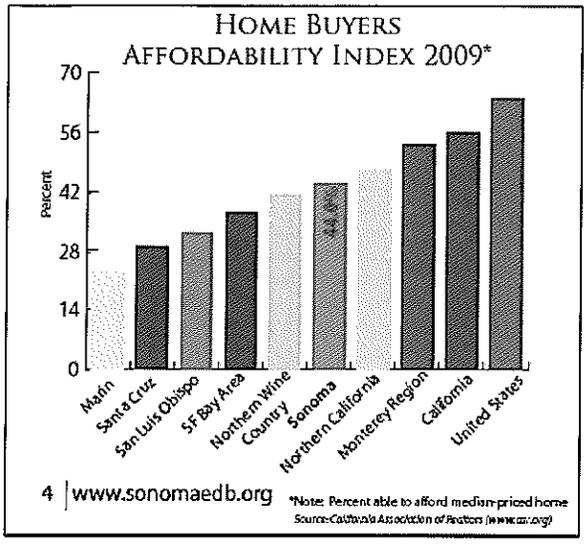
The following analysis and statistics are excerpts from the research in *2010 Sonoma County Indicators Report* developed by the Sonoma County Economic Development Board (www.sonomaedb.org)

Economy

Over the past year, the number of jobs in Sonoma County has declined by five percent. Employment losses in Sonoma County were among the most severe in comparable counties, but tracked in line with the California average. Accordingly, unemployment in Sonoma County has risen higher than the national average, and while still below the California state average, is among the highest of comparable counties.

The aggregate number of businesses in Sonoma County has grown considerably in the past year, suggesting that despite the challenging economic climate, many new businesses were created in Sonoma County since the start of the recent recession.

The national mortgage crisis has hit Sonoma County particularly hard. Home prices in Sonoma County have dropped more than in other comparable counties and the state. However, poor housing affordability, which has hindered economic growth in recent years, improved significantly in 2009. The percent of residents able to afford a median-priced home increased from 26% to 44% between mid-2008 and mid-2009.



Tourism

Sonoma County’s tourism-related industries have faced challenges during the recent economic turmoil. Data from 2010 suggests that overall hotel occupancy rates are down from the previous years but have rebounded from the 2008/2009 period during the recession. Trends from across California mirror the challenges faced in Sonoma County, where employment in Leisure and Hospitality industries, which encompass much of the tourism workforce, is down statewide.

With signs that the impacts of the recent economic recession are now dissipating, many of Sonoma County’s core industry metrics remain strong and new strengths are coming to the fore. Sonoma County’s 10-year employment trends show that job growth has been primarily concentrated in sectors paying annual wages above the county and national averages, a trend which could potentially increase the average pay of Sonoma County residents over time.

Society & Workforce

Our population is becoming much more diverse. Birth rates for the most populous ethnicities mirror state trends toward increasing diversity. The Hispanic birthrate in Sonoma County is twice the county average. The Caucasian birthrate is the lowest

among those compared. In line, the number of Latino, Asian, and African-Americans has grown substantially since 2000. Between 2000 and 2015, the Hispanic, Asian, and African-American populations are expected to grow by 85%, 95%, and 45% respectively. The Caucasian population is projected to decline slightly over the same period.

Our population is also growing older. Between 2000 and 2015, the number of residents over the age of 50 is expected to grow by 50%. At the same time, the number of residents under the age of 50 is only expected to grow 3%. Industries with large numbers of workers aged 55 and older will likely seek large quantities of replacement employment in the coming decade. An aging population will also have implications for the county's healthcare infrastructure.

Educational achievement gaps are a growing issue of concern for Sonoma County. High school exit exam scores are one of many indicators reflecting the substantial achievement gaps among various populations in the county. The Sonoma County Office of Education has published additional indicators detailing that nearly two-thirds of Latino students in Sonoma County are not proficient in English, and the graduation rate among Hispanic students (64%) has remained far below those of Caucasian students (81%). It is imperative for public policy to react to changing demographic patterns in order to better educate and prepare Sonoma County's future workforce.

Environment & Agriculture

Sonoma County is sustaining a long-term commitment to improving its natural and built environments, but there is still room for improvement. Sonoma County generates more renewable energy than any other comparable county, and diverts 65% of its residential and commercial waste from landfills through single-stream recycling. While water conservation has increased over 50% in the past five years, resulting in decreased water consumption per capita, water usage and availability will remain an important civic issue as the county's population grows.

Revenue for the major wine varietals between 2008 and 2010 has been approximately level with most prices down but tonnage up. However, reductions in livestock and poultry values were partially offset by increases in other commodities such as apples and vegetables. The total number of acres under organic agricultural production has increased substantially and represents one of the fastest growing Ag segments in the county.

Health

Sonoma County boasts a higher rate of health insurance than most comparable counties and the state and national averages. The 2007 California Health Interview Survey reports that 6.6% of residents under the age of 65 in Sonoma County had no health insurance in the 12 months prior to polling. The number of uninsured is up slightly from the 2005 report, but down significantly from 2001.

Payroll Growth and Unemployment Rate

Payroll growth measures the percentage increase in aggregate compensation between 2008 and 2009. Unemployment rates measure the percentage of individuals relative to the entire workforce who are not working but able, available and actively seeking work during the week that includes the twelfth of the month.

Sonoma County's unemployment rate of 10.1% for 2010 was near the average among comparable regions. Although Sonoma's unemployment rate has historically been better than the state and national rates, in 2008 its seasonally adjusted unemployment rate surpassed that of the nation. Other North bay county's have a similar level of unemployment as Sonoma County, although are lower than the State average of 12.3%

Payroll growth provides a measure of general business performance and the level of available consumption and savings activity in the local economy. Higher unemployment rates represent increased gaps between job seekers and available jobs (frictional unemployment) and/or an endemic dearth of jobs (structural unemployment). Higher unemployment rates also typically portend economic downturns and decrease the ability of members of the workforce to generate income.

Job and Establishment Growth

One of the major challenges facing Sonoma County's economy since it dipped into recession has been job growth. Over the course of 2008-2009, Sonoma County experienced a 5.3 percent decrease in total jobs. This was identical to the California average. During this same time, neighboring counties Marin and Napa saw declines of -4.5 and -4.2 percent respectively. Despite job losses, Sonoma County boosted its total number of firms by 5.4 percent year-over in 2008, placing its performance with the top comparable counties.

Job growth illustrates an economy's ability to generate more employment opportunities. Because jobs are the primary source of income for most residents and employment typically moves in line with business patterns, this metric often reflects overall economic performance.

Establishment growth also can be viewed as an indicator of the overall business climate, because it captures both the creation and shuttering of firms. Strong growth could reflect the creation of new businesses by people who have transitioned from prior employment.

Summary

Job growth remains a concern for Sonoma County's economy. Attracting high-paying jobs to the County has been a concern for county administrators and politicians for the last several years, not only due to the dot-com bust which took place at the beginning of the decade, but also due to the more recent economic downturn. Professional and business services are expected to be the biggest area of growth in the near future for jobs and business development. Sonoma County's growth and recession curve roughly follows that of California and it is expected that as California climbs out of the current recessionary climate, so will Sonoma County.

The City of Healdsburg

Healdsburg's early residents, the Pomo Indians, built their villages in the open fertile valleys along the Russian River. The California Gold Rush brought new settlers to the generous farming land here. One early entrepreneur, Harmon Heald, envisioned a grand plan for the village that would be his namesake. In 1857 he constructed a store and post office, sold lots downtown, and plotted a town complete with a Spanish-style Plaza. Healdsburg was officially incorporated ten years later. The extension of the Northwestern Pacific Railroad in 1871 brought visitors and increased commerce to the town of Healdsburg.

Today Healdsburg is a wine country destination, with its town plaza and proximity to numerous wineries, tasting rooms and orientation toward a wine country lifestyle.

The City of Healdsburg is located on U.S. Highway 101, approximately twelve miles north of Santa Rosa and seventy miles north of San Francisco. The unincorporated community of Geyserville is eight miles to the north and the City of Cloverdale is approximately eighteen miles north. The rapidly growing recently incorporated town of Windsor is eight miles to the south. The fifth largest city in Sonoma County, Healdsburg currently encompasses an area of approximately two thousand two hundred seventy-seven acres, with its General Plan comprising 3.56 square miles.

Geographically, Healdsburg is defined principally by U.S. Highway 101 to the west and Fitch Mountain to the east. The Russian River flows through the southeastern portion of the city, affording numerous recreational opportunities.

Surrounded by mountains to the east and west, the city lies at the intersection of three rich agricultural valleys: the Sonoma Valley, Dry Creek Valley and Alexander Valley, from which it derives its appellation as being "in the heart of the premium wine country."

Voters in Healdsburg adopted a 20-year Urban Growth Boundary (UGB) in the middle 1990's that restricts expansion of urban services to lands outside the current sphere of influence. They also voted in a Growth Management Ordinance that limits the city from issuing more than 30 residential building permits per year with exceptions for affordable

housing projects and previously approved development. Development expansion is anticipated to continue within the current UGB, particularly within the 230 acres of Planning Area "A" that were annexed in 1995. Industrial activity within the City of Healdsburg and its environs is based principally upon the agricultural and wine production businesses, food processing and building and lumber product industries, and the geothermal industry at the Geysers development north of the city.

Employment levels within the city have been steadily increasing since 1960. Historically, agriculture and related industries have been the primary employers in the agrarian based economy, which includes viticulture. Moderate growth potential is forecast for vineyards. The largest non-institutional employers in the city include RLW/Boise Cascade, Safeway and Simi Winery.

Healdsburg today exhibits healthy signs of growth, particularly within the downtown area surrounding the central Plaza. The City of Healdsburg Redevelopment Agency has provided various forms of financial aid for redevelopment in the downtown core and commercial areas. In an attempt to provide a more cohesive downtown image as well as to preserve and enhance architecturally and historically significant structures, the city has allocated funds for grants to downtown businesses for facade renovation. The history and character of the city is reflected in the remaining examples of numerous earlier architectural styles including Greek Revival, Italianate, Queen Anne, Prairie, Mission and Mediterranean.

Demographics

The City of Healdsburg has traditionally been a small town with a moderate growth rate, with a 32% population increase between 1970 and 1980 as compared with an increase of 46.3% for the county as a whole. However, between 1980 and 1990 the population increased 31% as compared with 28% for Sonoma County and 13.2% between 1990 and 2000, again slower than the County as a whole. The January, 2011 population estimate of 11,475 represents a relatively larger increase of 5.4% due to the new residences constructed in Area "A," but this rate of increase is not anticipated to persist given the new growth management limitations on new residential building permits.

The City of Healdsburg consists of a rather diverse ethnic and social population; according to the 2010 U.S. Census statistics with 30.3% of the residents being Hispanic. The city's median age is 34.8 years old, which is the same as Sonoma County's. According to Department of Finance, 2010 projections, the average household size is 2.74 persons as compared with 3.06 for the county as a whole.

The economies of Sonoma County and its cities, including Healdsburg and its immediate environs, have grown dramatically during the past decades. The county's economy is slowing to a more sustainable long-term pace from a peak job growth rate of 5% in 1997. While the economy is projected to maintain a healthy rate of growth, factors that will lead to a slower pace or recession include a slowdown in business investment, higher costs of capital due to tamer equity markets, local layoffs in the high technology sector and slower income growth nationwide. Sonoma County will continue to outpace California and the nation, but the gap will narrow. A more moderate pace of growth will help the county to balance economic, social and environmental concerns in a healthy economic environment. The majority of that growth will be concentrated within the cities' spheres of influence as compared with the unincorporated areas, which were the major growth areas during the 1980's.

The City of Healdsburg lies at the northern end of Sonoma County's rapidly growing Highway 101 corridor and has been experiencing increasing pressures for growth which affect the area's character and quality of life. Growth management is one of the most important issues in Sonoma County as well as the Bay Area as a whole. The attendant problems of growth, such as sewage collection, treatment and disposal, water supply and the capacity of transportation systems both within the cities as well as the Highway 101 corridor are issues currently under study. Resolution of these infrastructure constraints will be determinative of future growth, both short and long term, within the county and its cities.

Area	2,356.43 acres or 3.68 square miles (12/11/2002 Reorg. 2002-1, Grove Street)
Elevation	106
Incorporation	February 20, 1867
Latitude	383638N
Longitude	1225205W
Mileage	42.0 miles of maintained streets
Population	10,722 (2000 Census) 11,522 (1-1-2002 Department of Finance) 11,600 (2004 Department of Finance)
Type	General Law

The Subject Neighborhood

The subject property is located in the Fitch Mountain area. Fitch Mountain is located outside the eastern boundary of the city limits of Healdsburg and abuts the Russian River. Most of the residential properties in the area were originally developed as summer homes and are located along South and North Fitch Mountain Road. South Fitch Mountain Road connects to Matheson Street in central Healdsburg and proceeds around the base of Fitch Mountain connecting to North Fitch Mountain Road and eventually to Powell Street in central Healdsburg. Sales activity of single family homes in the area is modest and reflects the lower value and rural nature of the area. The area is served by the Fitch Mountain Water Company and each lot requires a septic system. The lower elevations of Fitch Mountain are heavily wooded with a combination of large redwood trees, pine and fir trees. Most of the housing development is along Fitch Mountain Road within the lower elevations of Fitch Mountain. Homes located along the eastern line of South Fitch Mountain have views of the Russian River; however, most of the properties in the area do not have Russian River views. Despite the close proximity of the area to central Healdsburg, the area is very rural and appeals to recreational users of the Russian River and a combination of summer residents and longer term residents desiring a rural setting.

HEALDSBURG HOUSING MARKET

Overview

The Healdsburg housing market consists of the communities of central Healdsburg, the Dry Creek Valley, Alexander Valley and Geyserville.

The appraiser has researched housing trends for property sold within the area since the beginning of 1999. The housing market in the area can be segregated into three distinct districts; lower priced homes located in the central Healdsburg, rural ranch properties that sell as executive home sites and the more traditional housing market in central Healdsburg.

Lower priced homes in central Healdsburg typically range from \$450,000 to \$550,000 and are considered entry level housing. Most of these homes are older in age, and were built in the 1950's and 1960's.

The rural ranch properties are larger homes located on five to 25 acres in the wine areas of Healdsburg. Most of the properties sell in the range from \$800,000 to \$3,000,000. The prices are heavily influenced by the desire to acquire attractive home sites with view amenities that could be further developed with second units and vineyards. Many of these homes are second homes or retirement homes. Most of these properties are located in Dry Creek Valley, Alexander Valley and the surrounding area outside the city limits of Healdsburg. Typically, the properties have septic and well systems and reflect country living standards.

The largest inventory of sold homes is located in the central core of Healdsburg. Over 2010, there have been 164 property sales (13.7 sales/month) in the area with an average price of \$786,000. The average sale price in the area reached its high point in 2006 at \$933,400 and dropped to its lowest level in 2009 at \$671,300. The average price in 2010 appears to have recovered slightly from its low point in 2009. Days on the market (DOM) was approximately three months. The typical house is a three bedroom, two bath house with from 1,700 to 2,100 square feet. The homes range in age from over 30 years to new, however, most of the homes in the area were developed in the

1980's and 1990's. Several larger developments were constructed in the 1990's by major developers.

The condominium market is a subset of the housing market. The area includes only a few major condo projects, most developed in the 1980's. The condo prices are lower than for typical single family homes prices. Higher end condo projects have sold for over \$600,000 per unit while lower end condo projects sold for under \$300,000 per unit.

Rural lot prices for lots ranging from 5 to 25 acres have remained level over the past several years due to limited supply and a steady but slow sales pattern. The median price for a rural lot without city services was \$795,000 with a DOM of 92 days. However, the market for residential lots with city services has collapsed due to extensive foreclosures. There are currently over twenty lots on the market at under \$200,000, all representing REO's. These lots sold at the peak period in 2005 through 2007 for \$400,000 to \$500,000 per lot. Many of these projects were developed in the 2004 through 2007 period and encountered a slow market for finished lots in 2009 and 2010 and were subsequently taken back by local lenders.

Over the past two years, there have been 20 sales of residential lots that are under 10 acres in size. The sales prices have ranged from \$62,000 to \$265,000 with a mean sales price of \$215,000. Approximately 75% of the sales were REO's and reflect the weak market for vacant city lots.

The overall housing market in Healdsburg remains stable despite the difficult financing market and lower priced homes in other nearby cities. DOM is less than three months. Homes prices appear to be approximately 10% higher than in the larger community of Santa Rosa. In addition, development is limited in the area due to slow growth policies and the build-out conditions of the neighboring towns. However, the market for residential lots has collapsed and remains weak with most listings representing REO's. Sales of these properties are slow due to the lack of financing and the slow construction market.

SITE DESCRIPTION

Surrounding Environs

Fitch Mountain is accessed from Hilltop Road, a narrow, two lane county maintained road that lacks curbs, gutters and sidewalks. Hilltop Road connects to North Fitch Mountain Road to the southeast. The immediate area consists of older single family homes situated on small and relatively steep lots. Most of the single family homes situated on Hilltop Road were developed in the 1930's and have been upgraded and remodeled over the past ten years. Moreover, the immediate area has less appeal than other residential areas in Healdsburg due to its narrow roadway access, the small lot configuration of the neighborhood and the rural nature of the area.

Topography

Fitch Mountain has an elevation of slightly over 900 feet at its peak and drops off to an elevation of 300 feet along its base and access point at Hilltop Road. The mountain peak area includes a level area that runs in a west-east direction, across the ridgeline of Fitch Mountain. Lots 1 through 7 are located within an area that changes in elevation from a peak of 700 feet declining to 300 feet. Lot 8 includes the peak of Fitch Mountain and is more steep than the seven lots located along the eastern portion of the mountain. The southern and northern portion of Lot 8 drop steeply to the base of Fitch Mountain. The mountain includes a number of very steep gullies that run from the peak downward to the lower elevations. Most of the gullies are located within Lot 8.

Zoning

The subject property is zoned RRD-B8, Resources and Rural Development, Frozen Lot Size. The property is under the zoning jurisdiction of Sonoma County and is also within the City of Healdsburg's sphere of influence. The General Plan designation by the County is for 60 acre minimum lots and as Open Space by the City of Healdsburg. The property has been divided into eight Administrative Certificates of Compliance (ACC's) based on a survey by Ray Carlson Associates, dated June, 1996. The eight ACC's were created from approximately 27 assessor parcels with subsequent lot line

adjustments. Each ACC includes a designated building envelope established by a geotechnical study that determined the feasibility of the building sites and location of the septic system and building pad area. Lot 8 is almost entirely encumbered by a Forever Wild Conservation Easement with the District.

Forever Wild Conservation Easement

The Conservation Easement encumbering the majority of Lot 8 was recorded in 1994 between Zelma Ratchford and the SCAPOSD. The purpose of the easement is to identify, preserve and protect in perpetuity the open space, natural and scenic values of the property. The grantor has rights for management and preservation of natural resources and other uses, which include wildfire management, maintenance of the fences, protection of the roads and the undertaking of conservation practices which promote soil stabilization and reduce erosion. Residential development within the conservation easement is prohibited. The cost of maintaining appropriate environmental practices is to be incurred by the property owner without oversight by the District. The property can also be used by the property owner for non-intrusive recreational or educational purposes, which include hiking, horseback riding and nature study. The District has the right to enter upon the property and inspect, observe and study for purposes of identifying current uses and practices regarding their consistency with the Agreement. Furthermore, the Grantor is required to obtain the District's approval for certain activities that might have an adverse impact upon the conservation purposes. The Agreement does not provide for public access to the property. However, the Grantor is permitted to convey all or a portion of the property to the City of Healdsburg, or other willing entities, for the purpose of a park. A complete copy of the conservation easement is included in the addendum of the report.

Utilities

The area has a combination of private and public services. Water is available from the Fitch Mountain Water District. The most reasonable scenario for development of water services would be to construct a 20,000 gallon water tank near the top of the hill and extent a water line from the tank to each lot. The water system would be private and managed by the Fitch Mountain Water District. Each lot will require a mound septic

system. Electrical service is available from PG&E and would be provided from newly installed overhead utility poles.

Access

Access to proposed development is from Hilltop Road, a two lane county maintained road. Hilltop Road connects to an existing interior road that connects to each of the subject lots. The existing road is currently a combination of dirt and gravel and would require grading, installation of drainage culverts and asphalt paving to meet County fire standards. Road widths are to be 12 feet wide with 2-foot wide dirt shoulders with turnouts every 500 feet. The switchback at Station 8+00 would require a retaining wall. A two-way road to each lot is not required due to the overall length of the existing road system.

Flood Hazard

According to the National Flood Insurance Data Map provided by FEMA, the subject site is not located within a flood-designated area for flood insurance programs. It is located in zone C, an area of minimal flooding (Community Panel Number 060375 0530 B, effective April 2, 1991).

Seismic Hazard

The subject property is not located within an Alquist-Priolo Special Studies Zone area.

Soils/Toxic Hazards

Neither a soils report nor a Preliminary Site Assessment on the subject property was available for inspection. The appraisers are not qualified as soils experts and are not capable of determining the development potential of the site or whether the site contains contaminated or toxic particles or other hazardous waste. This appraisal is predicated upon the assumption that the site may be improved to its highest and best use and that no contamination or hazardous substances exist either on the subject or adjacent properties which would negatively impact the subject property.

Drainage and Hydrology

The property represents steep terrain across its eastern section with a hilltop configuration along the ridge top. The appraiser noted several areas that appeared to be subject to extreme drainage run-off caused by heavy rains. These areas include steep gullies that run in a downward slope and are located primarily along the northern portion of the property, where the property is very steep and generally un-accessible by foot.

Implied Dedication

Implied dedication can be derived from adverse possession and prescription as well as by title. The appraiser did not note any evidence of implied dedication. The property has been held by a one family for many years and there was no evidence of public use, adverse possession or prescriptive use.

Easements and Encumbrances

The appraiser has reviewed a Preliminary Title report prepared by First American Title Company dated November 23, 2010.

Exceptions to coverage are as follows:

1. Property taxes.
2. Various easements for ingress and egress, rights of way and right of entry to various parties.
3. An easement was granted to PG&E for poles and incidental purposes.
4. An easement was granted to Sonoma County for access to a water tank.
5. The property is partially encumbered by a conservation easement.

The easements or encumbrances noted are not judged to negatively affect the market value of the property. The title report noted delinquent property taxes of approximately \$72,300.

Taxes and Assessments

Since passage of Proposition 13, or the Jarvis Gann Initiative in 1978, real property taxes are limited to 1 % of Market Value, as of a specified base year. The base year valuation is the Assessor's 1975 Market Value estimate, unless there is a transfer of ownership (sale), new construction, or the property is leased on a long-term basis. Whenever this occurs, the property is reassessed at full Market Value. If a reassessment is not triggered, the assessed value is trended upward at 2% annually.

Furthermore, Proposition 13 limits annual taxes to 1 %, plus an amortized amount for voter approved bonded indebtedness, of the assessed value.

The subject property represents 26 assessor parcels that have been combined into eight ACC's after lot line adjustments. The tax information on each ACC is not available.

Legal Data

Address:	N/A
Location:	Fitch Mountain
Owner:	F.R.A.N.C.E.Z., LLC
Assessor's Parcel Nos.:	See table on next page
Legal Description:	The legal description for the subject is contained in the Appendix.
Thomas Brothers Map:	322-B2.
Preliminary Title Report:	A copy of the Preliminary Title Report is included in the Appendix of this report.

Conclusion

The subject property represents eight ACC's with seven of the lots ranging in size from 3.3 acres to 12.4 acres. Lot 8 contains 147.9 acres and is almost completely encumbered by a Forever Wild Easement. Lot 8 also includes seven APN's that are not encumbered by the conservation and are considered unbuildable. The proposed development is accessible from Hilltop Road, a county street. The development requires extensive site development work to be marketable as residential lots.

**REAL PROPERTY TAXES
2010-2011 Fiscal Year**

APN	Land	Improve.	Total	Variable Taxes	Direct Taxes	Total Taxes	Tax Rate
087-130-002	\$59,434	\$0	\$59,434	\$692	\$150	\$842	1.1643%
087-140-037	\$54,042	\$0	\$54,042	\$630	\$150	\$780	1.1658%
087-171-025	\$75,578	\$0	\$75,578	\$875	\$155	\$1,030	1.1577%
087-140-038	\$113,466	\$0	\$113,466	\$1,312	\$155	\$1,467	1.1563%
087-130-003	\$108,062	\$0	\$108,062	\$1,255	\$150	\$1,405	1.1614%
087-110-007	\$108,063	\$0	\$108,063	\$1,250	\$150	\$1,400	1.1567%
087-110-008	\$108,063	\$0	\$108,063	\$1,250	\$150	\$1,400	1.1567%
087-110-009	\$54,031	\$0	\$54,031	\$625	\$150	\$775	1.1567%
087-110-010	\$52,992	\$0	\$52,992	\$625	\$150	\$775	1.1794%
087-110-011	\$189,110	\$0	\$189,110	\$2,188	\$150	\$2,338	1.1570%
087-053-005	\$81,047	\$0	\$81,047	\$942	\$150	\$1,092	1.1623%
087-110-012	\$151,289	\$0	\$151,289	\$1,751	\$150	\$1,901	1.1574%
087-130-004	\$2,173	\$0	\$2,173	\$25	\$152	\$177	1.1321%
087-171-026	\$77,804	\$0	\$77,804	\$900	\$155	\$1,055	1.1567%
087-181-024	\$1,020	\$0	\$1,020	\$0	\$0	\$0	0.0000%
087-191-022	\$1,020	\$0	\$1,020	\$0	\$0	\$0	0.0000%
087-120-001	\$6,646	\$0	\$6,646	\$76	\$150	\$226	3.4005%
087-181-025	\$0	\$0	\$0	\$0	\$0	\$0	0.0000%
087-220-001	\$1,010	\$0	\$1,010	\$11	\$0	\$11	1.1321%
087-044-036	\$21,612	\$0	\$21,612	\$255	\$150	\$405	1.1799%
087-045-001	\$579	\$0	\$579	\$0	\$0	\$0	0.0000%
087-045-002	\$579	\$0	\$579	\$0	\$0	\$0	0.0000%
087-045-004	\$579	\$0	\$579	\$0	\$0	\$0	0.0000%
087-045-006	\$579	\$0	\$579	\$0	\$0	\$0	0.0000%
087-045-007	\$579	\$0	\$579	\$0	\$0	\$0	0.0000%
087-045-008	\$877	\$0	\$877	\$0	\$0	\$0	0.0000%
Total	\$1,270,237	\$0	\$1,270,237	\$14,662	\$2,417	\$17,079	

PROPERTY MAP:

DESCRIPTION OF LOTS

Overview

The proposed development consists of eight lots. Seven of the lots range in size from 3.3 to 12.4 acres while the largest lot, Lot 8, contains 147.9 acres and is almost fully encumbered by a Forever Wild Conservation Easement. Each lot includes a building envelope that allows for the construction of a single family house. The property also includes seven APN's containing a total of 11.7 acres located within Lot 8, but on the northern portion of the property. The lots are located outside the conservation easement area and are considered unbuildable. A description of each lot and discussion of site development costs follows.

Description of Lots

LLA Lots 1 and 2 contain 7.4 and 12.4 acres, respectively, and are located at the southeast area of the property. Both building envelopes are located near the road at the higher elevation of the parcels. The remainder of the parcels are fairly steep and does not appear to be usable. The lots have partially blocked views toward the east.

LLA Lots 3 and 4 contain 6.5 acres each and are located near the eastern portion of the property, near the entrance to the project. These lots are located at a lower elevation than the other lots and have only partial views toward the east. The building envelopes are located near the center of each parcel. The two lots also wrap around in-holding property owned by the City of Healdsburg and a private property owner.

LLA Lots 5 and 6 contain 3.3 and 3.5 acres, respectively, and are located toward the eastern portion of the property. The extension of Hilltop Road bisects Lot 6. The building envelope of each lot is located near the street and the supporting site area appears to be moderately sloped. The lots have partially blocked views toward the east.

LLA Lot 7 contains 11.4 acres and is located near the northeast corner of the property. The lot abuts the road along its southern boundary. The building envelope is located at

the rear of the lot, at a lower elevation. Access to the building environment would have to be from a long driveway across the width of the lot. The lot appears to have views toward the northeast.

LLA Lot 8 contains 147.9 acres and represents the peak and highest elevations of Fitch Mountain. The lot is almost entirely encumbered with the Forever Wild Conservation Easement. The building envelope is located outside the conservation easement area, in a triangular shaped area located near the eastern portion of the parcel. The building envelope is also located near the building envelopes of Lot 1 and 2, also near Hilltop Road. Access to the building envelope is from a future driveway extension from the road. The view from the building envelope is partially blocked due to the heavy tree growth. The three building envelopes (Lots 1, 2 & 8) are clustered together and most likely a common driveway would be used by all lots. The remainder of Lot 8 is heavily forested, very steep in many places but has interior paths that meander through the parcel. The utility of the most of the parcel is limited due to its heavy wooded condition, high costs related to fire maintenance and difficult access.

Miscellaneous Lots

The property also includes seven APN's containing a total of 11.7 acres located on the northern portion of the property. The lots are located outside the conservation easement area. These lots are located above River View Drive and abut a portion of North Fitch Mountain Road. The lots are extremely steep and appear to be inaccessible due to their steep terrain. The lots are considered unbuildable but would offer a privacy buffer to Lot 8.

Site Development Costs

An estimate of site development costs was undertaken by Carlile-Macy, dated January, 2011. Costs were developed for earthwork related to road work, street work, septic system costs, cost of storm drains, extension of water systems and overhead utilities. The cost estimate includes costs that would typically incurred by the developer and costs incurred by the future lot owner. These costs have been segregated on the following page. Costs that are typically incurred by the lot purchaser include road prep

for the driveway to each building envelope, base for the driveway, AC for the driveway, the septic system on each lot and the water storage tank on each lot.

Total site development costs were estimated at \$1,419,000 and include a 20% contingency. However, costs that will be incurred by the lot owners are estimated at \$663,960. The developer costs are estimated at \$754,994 including the 20% contingency. Total developer costs of \$755,000, rounded, equate to \$94,375 per lot, based on eight lots. Typical site development costs for more urban oriented subdivision developments range from \$50,000 to \$100,000 per lot. Thus, the estimated costs appear appropriate.

**FITCH MOUNTAIN PROPERTY
SITE DEVELOPMENT COSTS - 2011**

	Developer	Lot Owner	Total Costs
Earthwork			
Clear and Grub Road	\$9,850		\$9,850
Clear and Grub Driveway	\$90,000		\$90,000
Road Prep - Hilltop	\$19,700		\$19,700
Road Prep - Driveway		\$51,360	\$51,360
Erosion Control	\$10,000		\$10,000
Roadside Ditches	\$21,250		\$21,250
Total	<u>\$150,800</u>	<u>\$51,360</u>	<u>\$202,160</u>
Street Work			
Base - Road	\$29,700		\$29,700
Base - Driveway		\$20,460	\$20,460
Base - Turnarounds	\$1,320		\$1,320
Base - Turnouts	\$3,388		\$3,388
AC Road	\$48,600		\$48,600
AC Driveway		\$33,480	\$33,480
AC Turnaround	\$2,160		\$2,160
AC Turnouts	\$5,544		\$5,544
Switchback	\$15,000		\$15,000
Total	<u>\$105,712</u>	<u>\$53,940</u>	<u>\$159,652</u>
Sewer			
Septic Systems		\$400,000	\$400,000
Storms Drains			
Culvert	\$16,000		\$16,000
Riprap	\$4,000		\$4,000
Total	<u>\$20,000</u>	<u>\$0</u>	<u>\$20,000</u>
Water Systems			
Pumping Systems	\$20,000		\$20,000
Water Main	\$87,500		\$87,500
Valves	\$2,400		\$2,400
Water Line to BE	\$38,750		\$38,750
Regulators	\$6,000		\$6,000
Individual Lot Tanks		\$48,000	\$48,000
Main 20,000 gal Tank	\$26,000		\$26,000
Total	<u>\$180,650</u>	<u>\$48,000</u>	<u>\$228,650</u>
Utilities			
Overhead Utilities	\$172,000		\$172,000
Subtotal Costs	\$629,162	\$553,300	\$1,182,462
Contingency (20%)	\$125,832	\$110,660	\$236,492
Grand Total	\$754,994	\$663,960	\$1,418,954
Rounded	\$755,000	Rounded	\$1,419,000

Summary

Seven of the lots range in size from 3.3 acres to 12.4 acres. The largest lot, Lot 8, contains 147.9 acres and is almost entirely encumbered by a Forever Wild Easement. A small portion of Lot 8 is outside the conservation easement area and includes the building envelope. Most of the lots have partial views to the east. Each of the lots includes a building envelope area that requires a driveway access from Hilltop Road. Each lot will require installation of a mound septic system, extension of water lines from a mutual water system and extension of utility poles with power. The property also includes seven APN's containing 11.7 acres that are located on the northern portion of Lot 8 and are considered unbuildable. These lots are located outside the conservation easement area.

HIGHEST AND BEST USE

Definition

According to the Third Edition of *The Dictionary of Real Estate Appraisal*, a publication of the Appraisal Institute the Highest and Best Use is defined as follows.

That reasonable and probable use that supports the highest present value, as defined, as of the effective date of the appraisal. Alternatively, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in the highest land value.

The definition differs somewhat for improved property and vacant property; however, four criteria must in effect be met for both. The highest and best use must (1) be physically possible, (2) be legally permitted, (3) be feasible, and (4) produce the highest return or value.

Implied in this definition is recognition of the contribution of a specific use of the community environment or to the community's development goals, in addition to wealth maximization of individual property owners.

The highest and best use is that use which is most likely to produce the greatest return over a given period of time. Only those uses which are natural, probable, and legally permissible may be properly considered tenable. Thus, it may be defined as the available use and program of future utilization which produces the highest present value to the land.

Even when improvements exist on a site, it is possible that the current use does not represent the highest and best use. An estimate of highest and best use requires two separate analyses: the highest and best use of the property as improved, and the highest and best use of the property as if vacant. The purpose of the separate analyses is to ensure consistency of uses between the subject land and land sales used to value

the subject site, as well as to determine if the existing improvements have contributory value which warrants their continuance.

Since the subject property is currently unimproved, it is necessary to consider only the highest and best use of the site as if vacant. I have analyzed the highest and best use for the property within the following parameters:

Highest and Best Use as If Vacant

Physically Possible

The physical characteristics of the site appear to be adequate for a rural residential development. Significant site development work is required to bring the lots to a marketable condition.

Legally Permissible

The highest and best use of vacant land is typically that use (or uses) permitted by the existing zoning ordinance. One exception is when a zone change or use variance can likely be obtained. The subject property consists of eight ACC's that include a designated building envelope. Residential development is legally permitted.

Economically Feasible

The subject property includes 8 ACC's that can include seven smaller rural parcels (Lots 1 through 7) and a large rural parcel (Lot 8), all of which can be developed with a single family house. Demand for smaller residential parcels is very weak. In addition, the market for such properties suffers from an over-supply of lots that have been taken back in foreclosure. However, the market for larger rural parcels remains moderately strong due to the limited supply of such properties and their overall appeal to wine country buyers. Based on the weak demand for smaller residential lots, it appears that the subject's smaller lots would be effectively competing with the supply of REO city lots with city services. Demand for smaller residential lots is expected to remain weak for several years, until the REO market has shrunk.

Maximally Productive

The subject property could be developed with eight rural residential lots based on the configuration of the ACC's.

Conclusion

The market for rural residential lots has been impacted by the high level of REO's and the subsequent over-supply of city lots in Healdsburg. Demand for smaller residential lots is not expected to return until the overall residential market improves. Thus, development of the Fitch Mountain project should be placed on hold until the overall residential market improves.

THREE APPROACHES TO VALUE

The estimation of market value is a procedure in which the scope of the appraisal problem is defined, data is collected and analyzed, appraisal techniques are applied, value indicators are derived through one or more of the traditional approaches to value and the various value indicators are reconciled into a final value estimate.

There are three major approaches to real property valuation, the Sales Comparison Approach, The Income Approach and the Cost Approach.

The Sales Comparison Approach

The Sales Comparison approach to value is a method of estimating market value by comparing the subject property to similar properties that have recently sold. Comparison is facilitated by the calculation of unit values that are adjusted to reflect differences between the subject and the comparable for such factors as terms of financing, market conditions, and physical characteristics. The reliability of this process is dependent upon:

- The availability of comparable data.
- The verification of that data.
- The degree of comparability and the extent of necessary adjustments for the differences.
- The absence of nontypical conditions affecting the sale price of properties.

In this appraisal we are using the Sales Comparison Approach as one of the approaches from which we are deriving value. We have researched sales of rural residential parcels with development potential.

The Income Approach

The Income Approach to Value is based upon the economic principle that the value of an income producing property is the present worth of anticipated future benefits which comprise the annual income stream (cash flow or net income) and the reversion benefits (resale value). The net income is estimated by deducting from the gross annual income an appropriate allowance for vacancy and operating expenses. The net income can be converted into a present value estimate using a capitalization process.

There are various methods of capitalization that are based upon the inherent assumption concerning the pattern of the income stream, as well as the quantity, quality, and durability of the income stream.

The *Direct Capitalization Method* applies an overall capitalization rate to a single year net operating income (NOI). By dividing the estimated NOI by an appropriate capitalization rate, the value estimate by the Income Approach is derived. This is appropriate where the income stream, either actual or estimated, is generated by rental rates at or near the fair market level.

When the pattern of the anticipated income stream is irregular due to an absorption or stabilization period for a new project, or due to existing leases that will terminate during a future period, the *Discounted Cash Flow Analysis* is considered to be a valid and appropriate method. The *Discounted Cash Flow Analysis* is a method to estimate the present worth of the future income stream by discounting each successive period of anticipated cash flow or net income by an appropriate discount rate. The indicated Market Value utilizing this method is the sum of the present worth of each projected annual net income stream (before depreciation and taxes); and the present worth of the reversion, or potential resale benefits.

In this approach, I am using a subdivision analysis with a discounted cash flow to value the income stream of the proposed project.

The Cost Approach

The Cost Approach to Value utilizes a method in which the value of the property is derived by estimating the reproduction or replacement costs new of the improvements, deducting there from depreciation due to all causes attributable to the improvements, and then adding the Market Value of the land. This method is based on the theory of substitution, which implies that a knowledgeable buyer will pay no more for the real property than the cost of producing a comparable property of similar utility.

The Cost Approach was not utilized in this report since it is not applicable in rural lot sales valuation.

Conclusion

The Sales Comparison Approach and the Income Approach to Value are applied and the two approaches are reconciled to arrive at a final value conclusion.

SALES COMPARISON APPROACH

Methodology

The Market Value of the subject property will be estimated by the direct sales comparison approach, utilizing recent sales and/or listings of similar rural land sales and residential land sales. Those sales/listings which are considered to provide the most meaningful comparison have been summarized on the following table. A discussion and analysis of the comparable sales follows with a conclusion of estimated value for the entire property with eight ACC's and the subject's eight individual lots.

Application

The appraiser has researched three groups of comparable sales. The first group of sales includes five rural property sales that have the potential for residential development. These sales are comparable to the subject property if sold in a bulk condition before development. Each sale has been analyzed for similarities to the subject and the appraiser has concluded with a unit value per acre for the entire subject property. The second group of sales includes three rural residential property sales that are comparable to the subject's Lot 8, which contains 147.9 acres. While only a small portion of Lot 8 can be developed due to the Forever Wild Conservation Easement, the property has a building envelope outside the easement area, located near the terminus of Hilltop Road. The third group of sales includes five residential lot sales that are comparable to the subject Lots 1 through 7. These sales represent both urban and rural lots similar in size and development potential to the subject's smaller lots. The sales from Group Two and Group Three provide a basis for arriving at the retail value for the eight lots. The retail value for each lot has been incorporated into a cash flow subdivision analysis in the Income Approach section.

Discussion of Rural Property Sales (Group One Sales)

Rural Residential Sale No. 1 is the July, 2010 sale of a 212.0 acre property located at 6531 Bennett Valley Road in the Bennett Valley area of unincorporated Santa Rosa, Sonoma County. The property represents a rural residential parcel with no improvements. The property consists of rolling hills and grazing land and has desirable views of the valley. The property sold with a tentative map for the development of four lots ranging in size from 41 acres to 77.5 acres. The property includes four wells and six potential septic areas, although no engineered perc systems. The property is zoned RRD B6 SR 40/40 acre minimum, which allows for up to five rural residential lots. The property sold for \$2,400,000, or \$11,321 per acre.

This comparable is similar to the subject in terms of access, view amenity, location and natural attributes but superior to the subject in terms of topo features. It is inferior to the subject in terms of utility services. A downward adjustment of 10% was made for the subject's conservation easement, a downward adjustment of 5% was made for the subject's overall amenities while an upward adjustment of 5% was made for inferior utility services. The adjusted unit value for the comparable is \$10,189 per acre.

Rural Residential Sale No. 2 is the January, 2009 sale of an 85.0 acre vacant parcel located at 13555 Highway 20 in Clearlake Oaks in Lake County. The property represents a rural residential property with access to city services. The property has both Clear Lake and canal frontage. The property also has development potential with a minimum of four lots. The property sold for \$860,000, or \$10,118 per acre. The property is zoned RR, Rural Residential by the County.

This comparable is similar to the subject in terms of view amenity and natural attributes but superior to the subject in terms of access and topo features. It is inferior to the subject in terms of location. It is also superior to the subject in terms of utility services. It is smaller than the subject and also has inferior development potential. A downward adjustment of 10% was made for the subject's conservation easement, a downward adjustment of 5% was made for the subject's overall amenities. A downward adjustment of 20% was made for size and a downward adjustment of 10% was made for utilities.

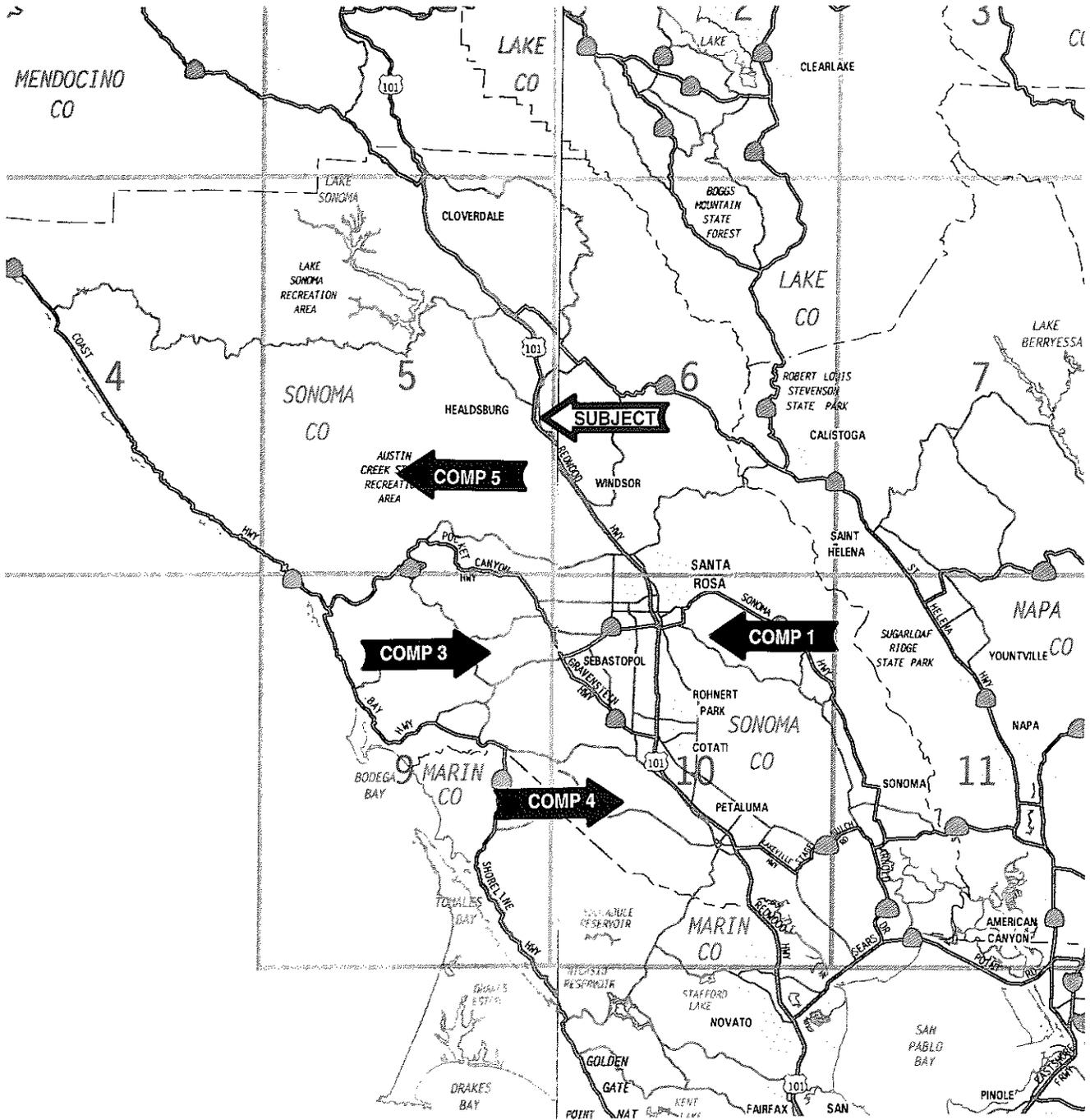
COMPARABLE RURAL PROPERTY SALES
Group One Sales

	Subject	Comp 1	Comp 2	Comp 3	Comp 4	Comp 5
Address	Fitch Mountain Healdsburg Sonoma County	6531 Bennett Valley Rd. Santa Rosa Sonoma County	13555 Hwy 20 Clearlake Oaks Lake County	Little Buckhorn Ranch 20400 Coleman Valley Rd Occidental Sonoma County	500 Walker Road Petaluma Sonoma County	19160 King Ridge Road Cazadero Sonoma County
APN	Various	049-010-048 & 049	006-560-16, 17, 18, 19	101-090-001 097-210-004 & 005	022-050-006, 007 008 & 009	106-240-008, 011-014, 106-240-016,018,019
Sale Date		7/9/2010	1/15/2009	4/18/2007	1/18/2006	1/12/2007
Sales Price		\$2,400,000	\$860,000	\$5,650,000	\$2,700,000	\$3,500,000
Acres	198.70	212.00	85.00	471.00	367.00	722.4
\$/Acre		\$11,321	\$10,118	\$11,996	\$7,357	\$4,845
Zoning	RRD-B8 Conservation Easement	RRD-B6 40/40	RR	RRD CC B6 SR 160/640	LEA B6 100 Z Williamson Act	RRD B6 160 Portion BR
Development Pot.	(8) ACC's	(4) Lots with approved TM	(4) Potential Lots	3 ACC's	Potential for (3) Lots through zoning	7 ACC's Merged to 4 ACC's after purchase
Utilities	Mutual water and septic Utilities to site	(4) wells with required septic Utilities to site	Public water and sewer Utilities to site	Utilities to site Springs onsite	Utilities to site 35 acre-foot reservoir No well water available	Utilities at Street Springs and no septic
Location (View)	Long Views and Obscure Views	Local Views	Local Views	Panoramic views from highest elevation	No views	Rural location Heavily forested
Topography	Sloping	Sloping	Level	Rolling to steep terrain	Rolling terrain	Gentle to steep terrain

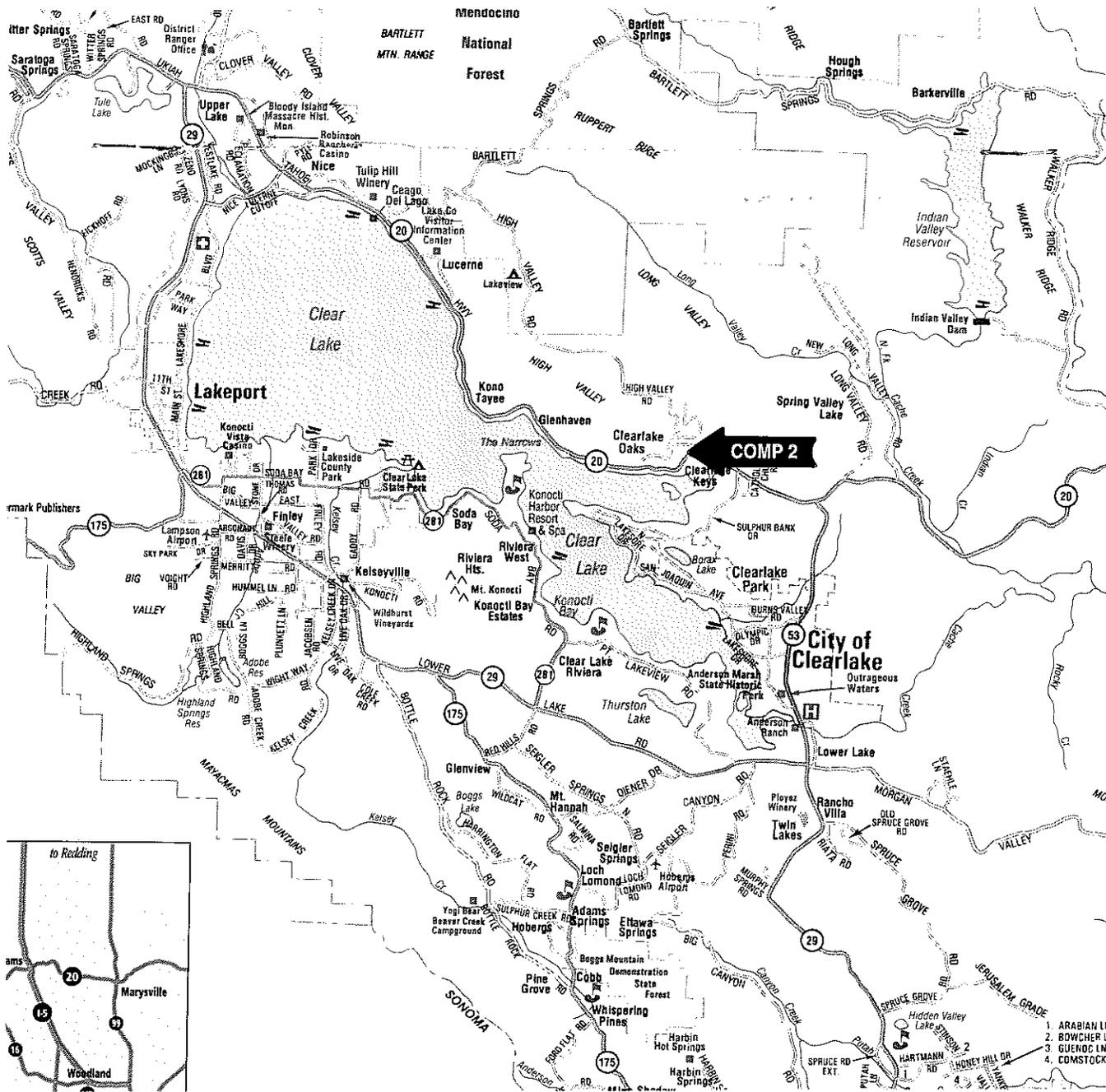
ADJUSTMENT GRID

	Subject	Comp 1	Comp 2	Comp 3	Comp 4	Comp 5
\$ Unit Value		\$11,321	\$10,118	\$11,996	\$7,357	\$4,845
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing	Cash Eq.	Cash Eq.	Cash Eq.	Cash Eq.	Cash Eq.	Cash Eq.
Conditions of Sale	Market	Market	Market	Market	Market	Market
Market Conditions	12/15/2010 Inspection	7/9/2010	1/15/2009	4/18/2007	1/18/2006	1/12/2007
Date of Sale		Similar	Similar	Downward -15%	Downward -15%	Downward -15%
Adjusted \$/Acre		\$11,321	\$10,118	\$10,196	\$6,253	\$4,118
Conservation Easement		Superior -10%	Superior -10%	Superior -10%	Superior -10%	Superior -10%
Access		Similar	Superior	Inferior	Similar	Inferior
View		Similar	Similar	Superior	inferior	Inferior
Location		Similar	Inferior	Inferior	Inferior	Inferior
Topo		Superior	Superior	Similar	Superior	Inferior
Natural Attributes		Similar	Similar	Similar	Inferior	Inferior
Overall Adj.		-5%	-5%	5%	15%	20%
Size of Property		Similar	Smaller -20%	Larger 20%	Larger 20%	Larger 25%
Utilities		Inferior 5%	Superior -10%	Inferior 5%	Inferior 5%	Inferior 5%
Develop. Potential		Similar	Inferior 10%	Inferior 10%	Inferior 10%	Similar
Total Adjustments		-10%	-35%	30%	40%	40%
Adj. Unit Value	\$10,000	\$10,189	\$6,576	\$13,255	\$8,755	\$5,766

COMPARABLE SALES MAP



COMPARABLE SALES MAP



1. ARABIAN LN
2. BOWSER LN
3. GUENDI LN
4. COMSTOCK

Finally, an upward adjustment was made for inferior development potential. The adjusted unit value for the comparable is \$6,576 per acre.

Rural Residential Sale No. 3 is the April, 2007 sale of a 471.0 acre property known as Little Buckhorn Ranch located at 20400 Coleman Valley Road in Occidental, Sonoma County. The property represents a rural residential property with an older single family house and barns in addition to older septic system and springs. The improvements had minimal value. The property consists of rolling hills, grazing land and has panoramic views at the peak elevation of 1,200 feet. The property included (3) ACC's containing 8 acres, 19 acres and 436 acres that were perfected after the sale in January, 2008. The property sold for \$5,650,000, or \$11,996 per acre. The property is zoned RRD CC B6 SR 160/640 acre minimum, which allows for one primary residence and Ag employee residence per 160 acres with a minimum parcel size of 640 acres.

This comparable is similar to the subject in terms of topo features and natural attributes but inferior to the subject in terms of access and location. It is also superior to the subject in terms of view amenities. It is also superior to the subject in terms of view amenities. It is larger than the subject and is also inferior to the subject in terms of utility services and development potential. A downward adjustment of 15% was made for date of sale. A downward adjustment of 10% was made for the subject's conservation easement, an upward adjustment of 5% was made for the subject's overall amenities while an upward adjustment of 20% was made for size. An upward adjustment of 5% was made for inferior utility services and an upward adjustment of 10% was made for inferior development potential. The adjusted unit value for the comparable is \$13,255 per acre.

Rural Residential Sale No. 4 is the January, 2006 sale of a 367.0 acre property located at 500 Walker Road in the unincorporated area of Petaluma, Sonoma County. The property represents a rural residential property with no improvements and limited water availability. The property included a 35-acre reservoir and is primarily grazing land. The property was encumbered by a Williamson Act. The property sold for \$2,700,000, or \$7,357 per acre. The property is zoned LEA B6 100 Z, which allows for three parcels based on zoning.

This comparable is similar to the subject in terms of access but inferior to the subject in terms of view amenities, location and natural attributes. It is superior to the subject in terms of topo. It is also larger than the subject and is inferior to the subject in terms of utility services. Finally, it is inferior to the subject in terms of development potential. A downward adjustment of 15% was made for date of sale. A downward adjustment of 10% was made for the subject's conservation easement, an upward adjustment of 15% was made for the subject's overall amenities while an upward adjustment of 20% was made for size. An upward adjustment of 5% was made for inferior utility services and an upward adjustment of 10% was made for inferior development potential. The adjusted unit value for the comparable is \$8,755 per acre.

Rural Residential Sale No. 5 is the January, 2007 sale of a 722.4 acre property located at 19160 King Ridge Road in the Cazadero area of Sonoma County. The property represents a rural residential property with older improvements of minimal value, utilities at the street and springs. The property is located in the Austin Creek watershed area and is heavily forested with steep and undulating terrain. In addition, the location of the property is somewhat isolated. The property sold for \$3,500,000, or \$4,845 per acre. The property is zoned RRD B6 160 acre minimum, which allows for one primary residence and Ag employee residence per 160 acres. The property sold with (7) ACC's, however, after the sale the (7) ACC's were merged into (4) ACC's.

This comparable is inferior to the subject in terms of access, view, location, topo characteristics and natural attributes. It is larger than the subject and is inferior to the subject in terms of utility services. It is similar to the subject in terms of development potential. A downward adjustment of 15% was made for date of sale. A downward adjustment of 10% was made for the subject's conservation easement, an upward adjustment of 20% was made for the subject's overall amenities and an upward adjustment of 25% was made for size. An upward adjustment of 5% was made for utilities. The adjusted unit value for the comparable is \$5,766 per acre.

The adjusted unit values for the comparable sales within Group One range from \$5,766 per acre to \$13,255 per acre.

Analysis of Market Data

Property Rights Conveyed

All the sales were analyzed represent fee simple transactions. The subject is partially encumbered by a Forever Wild Conservation Easement, which is an encumbrance upon the fee simple interest in the property. The conservation easement requires the property owner to maintain the property to certain preservation standards with oversight by the District. This is considered a burden on ownership. None of the comparable sales included a conservation easement and are considered superior to the subject. I have adjusted each of the sales downward by 10% for their superior property rights relative to the subject.

Financing Terms

Adjustments for financing terms are warranted when a property is purchased subject to non-market financing arrangements. Non-market financing can include seller-carried notes or assumable loans with interest rates below (or above) terms currently achievable. All sales utilized involved the transfer of all-cash, or included notes reported to be at market rates at the time of sale. No adjustments were required for financing.

Condition of Sale

Each of the property transfers included herein were "arms-length" transactions where the sellers and buyers were not under undue duress or atypical motivations. No adjustments were applied for condition of sale.

Date of Sale

Adjustments for date of sale are due to changing market conditions in the investment, leasing or development of similar properties. The sale dates range from January, 2006 to July, 2010, or up to five year ago. Rural land sales that have residential development potential require extensive lead times for development due to the requirements for approval of the subdivision, approval of the perc systems and installation of the water

systems. The market for rural properties appreciated from 2003 to 2006 and has declined modestly since 2006 to reflect the slowdown in residential sales. I have adjusted the older sales that occurred in 2006 through 2007 downward by 15%.

Amenities

Amenity adjustments are necessary when access, view features, location, topo and natural attributes characteristics of the comparable properties are different than those of the subject. The comparable sales have been adjusted downward 5% to upward 20% for these features.

Physical Characteristics

Adjustments for physical characteristics are necessary when these differences are reflected in the prices paid for comparable properties. Physical differences of significance include size, utility services and entitlements for development.

Size

The comparables range in size from 85.0 to 722.4 acres, bracketing the subject with 198.2 gross acres. I have adjusted Sale No. 2 downward by 20% for smaller parcel size and have adjusted Sales Nos. 3 through 5 upward by 20% to 25% for larger parcel size.

Utilities

Sale Nos. 1, 3, 4 and 5 are slightly inferior to the subject in terms of available utilities and have been adjusted upward by 5%. Sale No. 2 includes public water and sewer and has been adjusted downward by 10%.

Entitlements

Each of the comparable sales has some level of entitlements for rural residential development. However, the ability to perc, water availability and other development issues are outstanding on some of the properties. Sale No. 1 included a TM for four parcels and is considered similar to the development potential of the subject. Sale No. 2 included the potential for development but did not have entitlements. I have adjusted this sale upward by 10%. Sales Nos. 3 and 4 included less intensive development

potential than the subject and have been adjusted upward by 10%. Sale No. 5 has similar development potential to the subject and no adjustment was made.

Conclusion of Unit Value per Acre

The adjusted values range from \$5,766 to \$13,255 per acre with most in the range from \$8,755 per acre to \$13,255 per acre. The subject appears to be slightly superior in outstanding entitlements and should have a unit value at the upper end of the range of the comparables. The subject is most comparable to Sale Nos. 1 and 3. Each of these sales has the least amount of adjustments, indicating their overall closer comparability to the subject. These sales provide a range in value from \$10,189 per acre to \$13,255 per acre. However, Sale No. 1 provides the best support for the subject due to its smallest amount of adjustments.

I have concluded with a unit value of \$10,000 per acre, close to the unit value of the two most similar sales and at the upper end of the range of all the sales due to the subject's slightly superior development potential. The value of property is as follows:

$$\mathbf{\$10,000 \text{ per acre} \times 198.7 \text{ acres} = \$1,987,000}$$

$$\mathbf{\text{Rounded} = \$1,990,000}$$

Discussion of Rural Residential Land Sales and Smaller Lot Sales (Group Two and Three Sales)

The following residential sales are comparable to Lots 1 through Lot 8. Group Two sales are more comparable to Lot 8 while the Group Three sales are more comparable to Lots 1 through Lot 7.

Group Two Sales

Rural Residential Land Sale No. 1 is the December, 2010 sale of a 165.8 acre parcel located at 5187 Wallace Creek Road in the unincorporated area of Healdsburg, Sonoma County. The property is located in the Mill Creek area, approximately fifteen miles from central Healdsburg. The Mill Creek area is more isolated than properties located closer to town. This property represents a sloping parcel with obscure views. The property includes a well and 4 bedroom perc. Development on the property is limited to a single family house. The property sold for \$650,000, or \$3,920 per acre.

Rural Residential Land Sale No. 2 is the May, 2010 sale of a 160.0 acre parcel located at 4390 Wallace Creek Road in the unincorporated area of Healdsburg, Sonoma County. The property is located in the Mill Creek area, approximately ten miles from central Healdsburg. The property represents a sloping parcel with obscure views. The property includes a well and 4 bedroom perc. Development on the property is limited to a single family house. The property sold for \$525,000, or \$3,281 per acre.

Rural Residential Land Sale No. 3 is the March, 2010 sale of a 170.3 acre parcel located at 3000 Sweetwater Springs Road in the unincorporated area of Healdsburg, Sonoma County. The property includes open pasture areas and several potential home sites amidst rolling hills. The property includes views of the pasture areas coupled with a very desirable setting. The property includes a well and (2) 3 bedroom percs. Development on the property is limited to a single family house. The property sold for \$1,850,000, or \$10,863 per acre.

COMPARABLE RURAL RESIDENTIAL LAND SALES
Group Two Sales

	Subject	Comp 1	Comp 2	Comp 3
Address	Fitch Mountain Healdsburg	5187 Wallace Creek Rd Healdsburg	4390 Wallace Creek Rd Healdsburg	3000 Sweetwater Springs Rd Healdsburg
APN	Various	111-130-063	089-240-018	110-200-020
Sale Date		12/30/2010	5/25/2010	3/26/2010
Sales Price		\$650,000	\$525,000	\$1,850,000
Site Area (acres)	147.9	165.8	160.0	170.3
\$/Acre		\$3,920	\$3,281	\$10,863
Zoning	RRD-B8 Conservation Easement	RRD B6 240	RRD B6 240	RRDWA B6 160
Devel. Pot.	(1) SFH	(1) SFH	(1) SFH	(1) SFH
Utilities	Mutual Water and septic	Well 4 Br perc	Well 4 Br perc	Well (2) 3 Br percs
Location (View)	Long Views	Local Views	Local Views	Local Views
Topography	Steep	Sloping	Sloping	Level and Sloping

ADJUSTMENT GRID

	Subject	Comp 1	Comp 2	Comp 3
\$ Value		\$650,000	\$525,000	\$1,850,000
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing	All Cash	Cash Eq.	Cash Eq.	Cash Eq.
Conditions of Sale	Market	Market	Market	Market
Market Conditions	12/15/2010	12/30/2010	5/25/2010	3/26/2010
Date of Sale		Similar	Similar	Similar
<hr/>				
\$/Acre		\$3,920	\$3,281	\$10,863
Conservation Easement		Superior -10%	Superior -10%	Superior -10%
Access		Inferior	Inferior	Similar
View		Inferior	Inferior	Similar
Location		Similar	Similar	Similar
Topo		Similar	Similar	Superior
Natural Attributes		Similar	Similar	Superior
Overall Adj.		10%	10%	-10%
Size		Similar	Similar	Similar
Utilities		Inferior 5%	Inferior 5%	Inferior 5%
Develop. Pot.		Similar	Similar	Similar
<hr/>				
Total Adjustments		5%	5%	-15%
Adj Value/Acre	\$5,000	\$4,116	\$3,445	\$9,234

Group Three Sales

Lot Sale No. 4 is the February, 2011 sale of a 0.49 acre parcel located at 320 East Street in central Healdsburg. The property represents a level city lot with city services. Up to three single family homes can be developed on the property. The property sold for \$1,100,000, or \$366,667 per potential lot.

Lot Sale No. 5 is the October, 2010 sale of a 0.20 acre parcel located on Clear Ridge Road in central Healdsburg. The property represents a sloping city lot with city services. The property sold for \$112,500. The property is located within a partially completed subdivision that has a significant number of lot foreclosures.

Lot Sale No. 6 is the August, 2008 sale of a 0.25 acre parcel located at 1026 Sunset Drive in central Healdsburg. The property represents a level city lot with city services. The property sold for \$298,000.

Lot Sale No. 7 is the January, 2010 sale of an 8.0 acre parcel located at 822 Dry Creek Road in the unincorporated area of Healdsburg. The property represents a level parcel that requires septic and well services. The property can be developed with a single family home. The property is level and has long views of Dry Creek. The property sold for \$635,000.

Lot Sale No. 8 is the April, 2010 sale of a 5.0 acre parcel located at 565 W. Grant Street in the unincorporated area of Healdsburg. The property represents a level parcel that requires septic and well services. The property can be developed with a single family home. The property is level and has long views of Dry Creek. The property sold for \$740,000.

COMPARABLE SMALLER LOT SALES
Group Three Sales

	Subject	Comp 4	Comp 5	Comp 6	Comp 7	Comp 8
Address	Fitch Mountain Healdsburg	320 East Street Healdsburg	Clear Ridge Road Healdsburg	1026 Sunset Drive Healdsburg	822 Dry Creek Road Healdsburg	565 W. Grant Street Healdsburg
APN	Various	002-192-001 & 014	003-200-011	087-234-010	089-090-002	089-110-003
Seller		City of Healdsburg	Barnes Family Trust	Wittke Trust	Mariani Ranch	Robbins
Buyer		Plaza East Partners	Dunham	Sacks	Mauren	Coston
Doc No.		2011-14586	2010-91852	2008-73115	2010-7087	2010-33622
Confirmation		Seller	MLS, Broker	NDC, MLS	NDC, MLS	NDC, MLS
Sale Date		2/14/2011	10/22/2010	8/11/2008	1/28/2010	4/23/2010
Sales Price		\$1,100,000	\$112,500	\$298,000	\$635,000	\$740,000
Site Area (Acres)	3.3 to 12.4 acres	0.49	0.20	0.25	8.00	5.00
\$/Potential Lot		\$366,667	\$112,500	\$298,000	\$635,000	\$740,000
Zoning		DRD	R-1-40,000, DC	R-1-10,000	LIA B6 20 Z	LIA B6 20
Location (View)	Partial Views	Central city	Neighborhood views	Long views	Neighborhood views	Neighborhood views
Topography	Steep	Level	Sloping	Partially Level	Level	Level
Development Pot.	Single family house on each lot	(3) SFH's	Single family house	Single family house	Single family house	Single family house
Utilities	Mutual water and septic	City services	City services	City Services	Septic and well	Septic and well

ADJUSTMENT GRID

	Subject	Comp 4	Comp 5	Comp 6	Comp 7	Comp 8
\$ Value/Lot		\$366,667	\$112,500	\$298,000	\$635,000	\$740,000
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing	Cash Eq.	Cash Eq.	Cash Eq.	Cash Eq.	Cash Eq.	Cash Eq.
Conditions of Sale	Market	Market	Market	Market	Market	Market
Market Conditions	12/15/2010	2/14/2011	10/22/2010	8/11/2008	1/28/2010	4/23/2010
Date of Sale		Similar	Similar	Superior -15%	Similar	Similar
\$/Lot		\$366,667	\$112,500	\$253,300	\$635,000	\$740,000
Access		Superior	Superior	Similar	Superior	Superior
Views		Inferior	Similar	Similar	Superior	Superior
Location		Similar	Similar	Similar	Similar	Similar
Topo		Superior	Superior	Superior	Superior	Superior
Overall Adj.		-5%	-10%	-5%	-15%	-15%
Size of Property		Smaller 25%	Smaller 25%	Smaller 25%	Similar	Similar
City services		Superior -10%	Superior -10%	Superior -10%	Inferior 5%	Inferior 5%
Total Adjustments		10%	5%	10%	-10%	-10%
Adjusted Value		\$403,333	\$118,125	\$278,630	\$571,500	\$666,000

Analysis of Market Data

Property Rights Conveyed

All the sales were analyzed represent fee simple transactions. The subject Lot 8 is partially encumbered by a Forever Wild Conservation Easement, which is an encumbrance upon the fee simple interest in the property. The conservation easement requires the property owner to maintain the property to certain preservation standards with oversight by the District. This is considered a burden on ownership and I have adjusted Sale Nos. 1 through 3 downward by 10% for the encumbrances associated with the subject's conservation easement. The subject's Lots 1 through 7 are not encumbered by a conservation easement, thus; no adjustment was required to the comparable sales for this element.

Financing Terms

Adjustments for financing terms are warranted when a property is purchased subject to non-market financing arrangements. Non-market financing can include seller-carried notes or assumable loans with interest rates below (or above) terms currently achievable. All sales utilized involved the transfer of all-cash, or included notes reported to be at market rates at the time of sale. No adjustments were required for financing.

Condition of Sale

Each of the property transfers included herein were "arms-length" transactions where the sellers and buyers were not under undue duress or atypical motivations. No adjustments were applied for condition of sale.

Date of Sale

Adjustments for date of sale are due to changing market conditions in the investment, leasing or development of similar properties. The sale dates range from August, 2008 to February, 2011 with the oldest sale having occurred over three years ago. I have

adjusted the older sale that occurred in 2008 downward by 15%. The remaining sales occurred in 2010 and 2011 and reflect current market conditions.

Amenities

Amenity adjustments are necessary when access, view, location, topo and natural attributes characteristics of the comparable properties are different than those of the subject. Group Two and Three comparable sales have been adjusted downward from 15% to upward 10% for these features.

Physical Characteristics

Adjustments for physical characteristics are necessary when these differences are reflected in the prices paid for comparable properties. Physical differences of significance include size, utility services and entitlements for development.

Size

Group Two sale comparables range in size from 160.0 to 170.3 acres, bracketing the subject's Lot 8 which contains 147.9 gross acres. No adjustment was made for size. Group Three sale comparables range in size from 0.20 acres to 8 acres, as compared to the subject lots than range in size from 3.3 acres to 12.4 acres. I have adjusted Sale Nos. 4, 5 and 6 upward by 25% for smaller size.

Utilities

Sale Nos. 1, 2 and 3 are slightly inferior to the subject's Lot 8 in terms of available utilities and have been adjusted upward by 5%. Sale Nos. 4, 5 and 6 are superior to the subject's Lots 1 through 7 and have been downward by 10%. Sale Nos. 7 and 8 have inferior utility services to the subject's Lots 1 through 7 and have been adjusted upward by 5%.

Entitlements

The Group Two comparable sales could be developed with a single family house, based on zoning, similar to the development potential of Lot 8. Group Three comparable sales were single family lots, similar to the subject's Lots 1 through 7. However, Sale No. 4

can be divided into three lots. However, the proposed development on this property is only for one unit. No adjustment was made for development potential.

Conclusion of Retail Value for Subject Lots

The adjusted parcel values reflecting the Group Two comparables range from \$3,445 per acre to \$9,234 per acre. Based on Lot 8's central location but modified by its steep terrain and heavy wooded areas, I have selected a unit value at the lower end of the range, or \$5,000 per acre for the value of Lot 8. The concluded value for Lot 8 is \$739,500 ($\$5,000/\text{acre} \times 147.9 \text{ acres}$), rounded to \$740,000.

The adjusted lot values for the Group Three comparables range from \$118,125 per lot to \$666,000 per lot. The wide range reflects the different characteristics of each comparable sale. Comparable Sale Nos. 4 through 6 represent city lots that are substantially smaller than the subject lots but are considered by market participants as desirable locations for single family development. The market supply of city lots is substantially greater than that of rural lots. Comparable Sale Nos. 7 and 8 are rural parcels that are similar to the subject lots due to their more rural location and similar size. They provide a good indication of value for smaller rural lots within the greater Healdsburg area. However, smaller rural lots rarely come on the market and are in greater demand due to their limited supply. The subject's smaller lots, representing Lots 1 through 7, are closely matched to the combined characteristics of all of the comparable sales. Thus, a unit value for the subject lots should be toward the middle of the range of the comparable sales. Each of the subject lots has slightly different locational attributes and gross size. The more desirable lots are Lots 1, 2 and 7 due to their higher elevation, location at the terminus of Hilltop Road and the close proximity of the building envelope to Hilltop Road. I have assigned a unit value of \$450,000 to each of these lots. The remainder of the lots are located at the lower elevation of the development, lack some level of privacy and require more extensive driveway construction to reach the building envelope. I have assigned a value of \$350,000 to Lots 3 through 6.

A table with each retail lot value is provided on the following page.

RETAIL VALUE OF FITCH MOUNTAIN LOTS

	Size	Retail Value	Lot Description
LOT 1	7.2	\$450,000	Building envelope at upper elevation of parcel
LOT 2	12.4	\$450,000	Building envelope at upper elevation of parcel
LOT 3	6.5	\$350,000	Located at lower elevation
LOT 4	6.5	\$350,000	Located at lower elevation
LOT 5	3.3	\$350,000	Located at lower elevation
LOT 6	3.5	\$350,000	Parcel split by subdivision road
LOT 7	11.4	\$450,000	Building envelope located at lower elevation of parcel
LOT 8	147.9	\$740,000	Building envelope near Lot 1 and Lot 2 building envelope Includes misc. lots
	198.7	\$3,490,000	Total Retail Value

INCOME APPROACH TO VALUE

Methodology

The *Income Approach to Value* is based upon the economic principle that the value of an income producing property is the present worth of anticipated future benefits; which are comprised of the annual income stream (cash flow or net income) and the reversion benefits (resale value). The net operating income is estimated by deducting from the gross annual income an appropriate allowance for vacancy and operating expenses. The net income can be converted into a present value estimate using a capitalization process. There are various methods of capitalization that are based upon inherent assumptions concerning the pattern of the income stream as well as the quantity, quality and durability of the income stream.

The *Direct Capitalization Method* applies an overall capitalization rate to a single year net operating income (NOI). By dividing the estimated NOI by an appropriate capitalization rate, the value estimate by the Income Approach is derived. This is appropriate where the income stream, either actual or estimated, is generated by rental rates at or near the fair market level.

When the pattern of the anticipated income stream is irregular due to an absorption or stabilization period for a new project, or due to existing leases that will terminate during a future period, the *Discounted Cash Flow Analysis* is considered to be a valid and appropriate method. The *Discounted Cash Flow Analysis* is a method to estimate the present worth of the future income stream by discounting each successive period of anticipated cash flow or net income by an appropriate discount rate. The indicated Market Value utilizing this method is the sum of the present worth of each projected annual net income stream (before depreciation and taxes); and the present worth of the reversion, or potential resale benefits.

Application

The subject property is an eight lot rural residential subdivision. The Income Approach projects the gross lot sales over a sell-out period. Deductions from gross lots sales include sales commission, site development costs, escrow fees, real estate taxes and profit incentive over the sales period. The resulting cash flow is discounted to the present at a range of

discount rates to arrive at the net present value of the development. The following assumptions have been made in the analysis. The DCF is provided on the table below.

Sell-out Period for Lots

It is projected that the proposed subdivision will be able to sell-out over a three year period. This represents the sale of three lots in Year 1, three lots in Year 2 and two lots in Year 3. The subject development will be competing with listings of other rural and city lots. However, based on my research, it appears that there is a shortage of rural lot listings and the subject's smaller scale project should be competitive with other rural lots in the greater Healdsburg area. A sell-out period of three years reflects current market conditions and would be indicative of a DOM of 4 to 6 months.

Gross Revenue

Gross revenue for the project is the aggregate retail value of the lots, or \$3,490,000.

Deductions for Costs

The cost necessary to sell the lots are broker's commission estimated at 5%, escrow fees estimated at 0.50% and real estate taxes over the three year sell-out period. Site development costs have been estimated at \$755,000. Real estate taxes are based on the net present value of the project times the tax rate. The tax declines at the lots are sold on a percentage basis of retail value basis. Broker's commission is estimated at \$139,500 and escrow fees are estimated at \$13,950. Profit to the developer is estimated at 12% of gross proceeds, or \$334,800. Total costs to develop and market the project are estimated at \$1,266,277, or \$158,285 per lot and 36.3% of gross lot sales. Net proceeds from the development are estimated at \$583,053 in Year 1, \$940,670 in Year 2 and \$575,852 in Year 3.

Discount Rate

The most significant risk in the development is the underlying risk of significant changes in the real estate market and any drastic changes in interest rates. The local real estate market is relatively stable although has been slightly impacted by the greater impact on state wide real

estate prices. Interest rates are not projected to increase significantly over the next three years. The project is relatively small, consisting of eight rural lots, and the entire development and sell-out is projected to occur within three years. Thus, a range in discount rates from 12% to 18% has been applied in the analysis of the development. The selected discount rates are typical for residential real estate development and reflect the risk of development and changes in holding costs.

I have concluded with a discount rate of 15% to reflect the lower risk exposure of the development due to its smaller development size. The total return to the developer would be the profit incentive of 12% plus the discount rate of 15%, or 27%. Discussions with developers indicate that current total yields on real estate development should be in the range of 25% to 30% to reflect the risk of market conditions. Thus, the overall return for the subject development appears reasonable.

The estimated value of the property is as follows:

ONE MILLION SIX HUNDRED THOUSAND DOLLARS
(\$1,600,000)

FITCH MOUNTAIN SUBDIVISION ANALYSIS

Period	Projected Lot Sell-out				\$/Lot	
	Year 1	Year 2	Year 3	Total		
Lot 1	\$450,000					
Lot 2	\$450,000					
Lot 3		\$350,000				
Lot 4		\$350,000				
Lot 5			\$350,000			
Lot 6			\$350,000			
Lot 7		\$450,000				
Lot 8	\$740,000					
Gross Lot Sales	\$1,640,000	\$1,150,000	\$700,000	\$3,490,000	\$436,250	
Number of Lot Sales	3	3	2			
Sales Commissions	5.0%	-\$82,000	-\$57,500	-\$35,000	-\$139,500	-\$17,438
Site Development Costs		-\$755,000		-\$755,000	-\$94,375	
Escrow Fees	0.5%	-\$8,200	-\$5,750	-\$3,500	-\$13,950	-\$1,744
Real Estate Taxes*		-\$14,947	-\$8,080	-\$1,648	-\$23,027	-\$2,878
Profit at 12%		-\$196,800	-\$138,000	-\$84,000	-\$334,800	-\$41,850
Total Costs		-\$1,056,947	-\$209,330	-\$124,148	-\$1,266,277	-\$158,285
Cash Flow		\$583,053	\$940,670	\$575,852	\$2,223,723	\$277,965
		PV	PV/Lot	PV/Acre		
Discount Rate	12.0%	\$1,680,359	\$210,045	\$8,538		
	15.0%	\$1,596,916	\$199,615	\$8,114		
	18.0%	\$1,520,169	\$190,021	\$7,724		
Net Present Value		\$1,600,000	\$200,000	\$8,052		

*RE Tax calc

Year 1	PV times tax rates plus direct charges
Year 2	2% increase in taxes x 53% for remaning unsold retail units
Year 3	2% increase in taxes x 20% for remaning unsold retail units

SUMMARY AND VALUE CONCLUSION

The appraisal process has considered two standard Approaches to Value. A summary of the values derived from each approach are as follows:

<i>Sales Comparison Approach:</i>	\$ 1,990,000
<i>Income Approach to Value:</i>	\$ 1,600,000

The reconciliation of value is the final step in the appraisal process and involves weighing the value techniques in relationship to their substantiation by market and other sources of data, as well as their reliability and comparability to the subject.

The *Sales Comparison Approach* is considered reliable where there is sufficient sales data from comparable properties in the same or similar markets available for analysis. In this case, I had a number of sales of larger rural parcels that were being developed with rural home sites. The properties were in differing stages of development and included rural lots that on average were similar than the subject lots. Most of the properties also required septic systems and water from either individual wells or a mutual water system. The sales were analyzed based on sales price per acre. I relied heavily upon this approach due to the similarity of each sale to the subject and their rural residential development potential.

The *Income Approach to Value* is based on the assumption that the value of an income producing property is measured by its earning ability. I have analyzed the subject property based on a Discounted Cash Flow analysis. Retail lot prices were researched for the smaller Lots 1 through 8. From the gross lot sale revenue was deducted marketing costs, profit and site development costs. The resulting cash flows were discounted to the present and represent the value of

the property in a subdivision analysis format. This approach is more detailed in its analysis and provides strong support for the concluded value. I also relied heavy on this approach due to its detailed analysis.

Both approaches support each other and are a good reflection of the methodology a potential buyer would utilize in analyzing the subject property. I have concluded with a value at the middle of both values.

Based on the data presented herein, it is the opinion of the appraiser that the estimated market value of the Fee Simple Interest in the property, as of December 15, 2010 is:

ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS
(\$1,800,000)

Dana W. Burwell, MAI, ASA

Real Estate Valuation - Consultation
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June 27, 2013

Mr. Stuart Martin, SR/WA
Sonoma County Agricultural Preservation & Open Space District
747 Mendocino Avenue, Suite 100
Santa Rosa, California 95401

Re: Fitch Mountain Property
Six Rural Residential Lots
Unincorporated Healdsburg, Sonoma County, California

Dear Mr. Martin:

I have modified my value conclusion for the six lot development located on Fitch Mountain in Healdsburg, California, based on both new information and modified assumptions concerning the development of the property. This amendment is intended to be used in conjunction with the original appraisal dated December 15, 2010. Thus, the original unit values have been relied on in determining retail value per lot and value per gross acreage.

The following changes have been incorporated into the new analysis:

- The entire property contains 167.94 acres, a reduction from the previous appraisal assumption.
- Lot 4 and 7 are not included in the valuation. However, these lots will benefit from site improvements to the remainder of the development.
- Lot 8 acreage has been reduced to 135.07 acre, a reduction of 12.83 acres.
- Lot 4 and 7 will have access/utility easements to each lot.

The following new values have been applied in the analysis:

The gross value for the entire 167.94 acre Fitch Mountain property remains at \$10,000 per acre. The value of the entire property is \$1,679,400, rounded to \$1,700,000.

Lot 8 has also been valued at \$5,000 per acre, as presented in the original appraisal. The retail value of Lot 8 is estimated at \$675,000 for the 135.07 acre property, a reduction from the previous value of \$740,000, based on 147.9 acres. The retail values of the remaining lots are the same as before. The retail value for the entire property is \$2,625,000.

The entire project has been reduced from 8 lots to 6 lots and this reduction in number of lots has reduced the absorption time to two years from three years. Thus, the discounted cash flow analysis presented in the Income Approach is based on a two year sell-out period instead of a three year sell-out period. The net cash flows have changed to \$721,801 in Year 1 and \$860,475 in Year 2. The discount rate of 15% remains the same and the new Net Present Value conclusion is \$1,280,000.

The resulting value of the property by the Sales Comparison Approach is \$1,700,000 and value by the Income Approach is \$1,280,000. The new concluded value is \$1,500,000. The table of retail values per lot and the DCF are attached.

Respectfully submitted,



Dana W. Burwell
Certified General Real Estate Appraiser
AG003696

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY IDENTIFICATION:	Fitch Mountain Unincorporated Healdsburg, Sonoma County, California
OWNERSHIP:	F.R.A.N.C.E.Z., LLC
ASSESSOR'S PARCELS:	Various
SITE DESCRIPTION:	167.94 gross acres. Lots 1, 2, 3, 5 and 6 range in size from 3.27 to 12.4 acres while Lot 8 contains 135.07 acres and is partially encumbered by a Forever Wild Easement.
ACCESS:	The property is accessed from the extension of Hilltop Road, a county street that further connects to Fitch Mountain Road.
UTILITIES:	Each lot includes a building envelope and requires the extension of a water line from a proposed mutual water system. Each lot requires an engineered septic system and the extension of PG&E utilities from Hilltop Road.
CURRENT USE:	Rural Land
HIGHEST AND BEST USE:	Rural Residential Development
ZONING:	RRD- B8 with eight legal lots
INTEREST APPRAISED:	Fee Simple Interest

VALUE INDICATIONS

\$/Acre:	\$10,000 per acre
Retail Value of 6 Lots:	\$2,625,000
Cost of Development:	(\$1,231,474)
Reimbursement for Site Costs:	<u>\$188,750</u>
Cash Flow:	\$1,582,276
Sell-out period:	Two years
Discount Rate:	15.0%

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

INDICATED VALUES

Sales Comparison Approach: \$1,700,000
Income Approach to Value: \$1,280,000

VALUE CONCLUSION: \$1,500,000

EFFECTIVE DATE OF VALUE: December 15, 2010

DATE OF INSPECTION: December 15, 2010

RETAIL VALUE OF FITCH MOUNTAIN LOTS

	Size	Retail Value	Lot Description
LOT 1	7.20	\$450,000	Building envelope at upper elevation of parcel
LOT 2	12.40	\$450,000	Building envelope at upper elevation of parcel
LOT 3	6.50	\$350,000	Located at lower elevation
LOT 5	3.27	\$350,000	Located at lower elevation
LOT 6	3.50	\$350,000	Parcel split by subdivision road
LOT 8	135.07	\$675,000	Building envelope near Lot 1 and Lot 2
	167.94	\$2,625,000	Total Retail Value

FITCH MOUNTAIN SUBDIVISION ANALYSIS

Projected Lot Sell-out					
Period		Year 1	Year 2	Total	\$/Lot
Lot 1		\$450,000			
Lot 2		\$450,000			
Lot 3			\$350,000		
Lot 5			\$350,000		
Lot 6			\$350,000		
Lot 8		\$675,000			
Gross Lot Sales		\$1,575,000	\$1,050,000	\$2,625,000	\$437,500
Number of Lot Sales		3	3		
Sales Commissions	5.0%	-\$78,750	-\$52,500	-\$131,250	-\$21,875
Site Development Costs		-\$755,000		-\$755,000	-\$125,833
Escrow Fees	0.5%	-\$7,875	-\$5,250	-\$13,125	-\$2,188
Real Estate Taxes*		-\$11,324	-\$5,775	-\$17,099	-\$2,850
Profit at 12%		-\$189,000	-\$126,000	-\$315,000	-\$52,500
Total Costs		-\$1,041,949	-\$189,525	-\$1,231,474	-\$205,246
Site Work Reimbursement		\$188,750		\$188,750	
Cash Flow		\$721,801	\$860,475	\$1,582,276	\$263,713
		PV	PV/Lot	PV/Acre	
Discount Rate	12.0%	\$1,330,431	\$221,738	\$7,922	
	15.0%	\$1,278,296	\$213,049	\$7,612	
	18.0%	\$1,229,675	\$204,946	\$7,322	
Net Present Value		\$1,280,000	\$213,333	\$7,622	
*RE Tax calc	Year 1	PV times tax rates plus direct charges			
	Year 2	2% increase in taxes x 50% for remaning unsold retail units			

Dana W. Burwell, MAI, ASA

Real Estate Valuation - Consultation
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July 29, 2014

Mr. Stuart Martin, SR/WA
Sonoma County Agricultural Preservation & Open Space District
747 Mendocino Avenue, Suite 100
Santa Rosa, California 95401

Re: Fitch Mountain Property
Six Rural Residential Lots
Unincorporated Healdsburg, Sonoma County, California

Dear Mr. Martin:

I have modified my value conclusion for the six lot development located on Fitch Mountain in Healdsburg, California, based on both new information and modified assumptions concerning the development of the property. This amendment is intended to be used in conjunction with the original appraisal dated December 15, 2010. Thus, the original unit values have been relied on in determining retail value per lot and value per gross acreage.

The following changes have been incorporated into the new analysis:

- The entire property contains 180.76 acres.
- Lot 4 and 7 are not included in the valuation. However, these lots will benefit from site improvements to the remainder of the development.
- Lot 8 acreage contains 147.91 acres and includes APN 087-110-012.
- Lot 4 and 7 will have access/utility easements to each lot.

The following new values have been applied in the analysis:

The gross value for the entire 180.76 acre Fitch Mountain property remains at \$10,000 per acre. The value of the entire property is \$1,570,000.

Lot 8 has also been valued at \$5,000 per acre, as presented in the original appraisal. The retail value of Lot 8 is estimated at \$740,000 for the 147.91 acre property. The retail values of the remaining lots are the same as before. The retail value for the entire property is \$2,690,000.

The entire project has been reduced from 8 lots to 6 lots and this reduction in number of lots has reduced the absorption time to two years from three years. Thus, the discounted cash flow analysis presented in the Income Approach is based on a two year sell-out period instead of a three year sell-out period. The net cash flows have changed to \$774,917 in Year 1 and \$860,215 in Year 2. The discount rate of 15% remains the same and the new Net Present Value conclusion is \$1,325,000.

The resulting value of the property by the Sales Comparison Approach is \$1,807,600 and value by the Income Approach is \$1,325,000. The new concluded value is \$1,570,000. The table of retail values per lot and the DCF are attached.

Respectfully submitted,



Dana W. Burwell
Certified General Real Estate Appraiser
AG003696

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY IDENTIFICATION:	Fitch Mountain Unincorporated Healdsburg, Sonoma County, California
OWNERSHIP:	F.R.A.N.C.E.Z., LLC
ASSESSOR'S PARCELS:	Various
SITE DESCRIPTION:	180.76 gross acres. Lots 1, 2, 3, 5 and 6 range in size from 3.27 to 12.4 acres while Lot 8 contains 147.91 acres and is partially encumbered by a Forever Wild Easement.
ACCESS:	The property is accessed from the extension of Hilltop Road, a county street that further connects to Fitch Mountain Road.
UTILITIES:	Each lot includes a building envelope and requires the extension of a water line from a proposed mutual water system. Each lot requires an engineered septic system and the extension of PG&E utilities from Hilltop Road.
CURRENT USE:	Rural Land
HIGHEST AND BEST USE:	Rural Residential Development
ZONING:	RRD- B8 with eight legal lots
INTEREST APPRAISED:	Fee Simple Interest

VALUE INDICATIONS

\$/Acre:	\$10,000 per acre
Retail Value of 6 Lots:	\$2,690,000
Cost of Development:	(\$1,243,618)
Reimbursement for Site Costs:	<u>\$188,750</u>
Cash Flow:	\$1,635,132
Sell-out period:	Two years
Discount Rate:	15.0%

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

INDICATED VALUES

Sales Comparison Approach: \$1,807,600
Income Approach to Value: \$1,325,000

VALUE CONCLUSION: \$1,570,000

EFFECTIVE DATE OF VALUE: December 15, 2010

DATE OF INSPECTION: December 15, 2010

RETAIL VALUE OF FITCH MOUNTAIN LOTS

	Size	Retail Value	Lot Description
LOT 1	7.20	\$450,000	Building envelope at upper elevation of parcel
LOT 2	12.40	\$450,000	Building envelope at upper elevation of parcel
LOT 3	6.50	\$350,000	Located at lower elevation
LOT 5	3.26	\$350,000	Located at lower elevation
LOT 6	3.50	\$350,000	Parcel split by subdivision road
LOT 8	147.90	\$740,000	Building envelope near Lot 1 and Lot 2
	180.76	\$2,690,000	Total Retail Value

FITCH MOUNTAIN SUBDIVISION ANALYSIS

Scenario B

Projected Lot Sell-out

Period		Year 1	Year 2	Total	\$/Lot
Lot 1		\$450,000			
Lot 2		\$450,000			
Lot 3			\$350,000		
Lot 5			\$350,000		
Lot 6			\$350,000		
Lot 8		\$740,000			
Gross Lot Sales		\$1,640,000	\$1,050,000	\$2,690,000	\$448,333
Number of Lot Sales		3	3		
Sales Commissions	5.0%	-\$82,000	-\$52,500	-\$134,500	-\$22,417
Site Development Costs		-\$755,000		-\$755,000	-\$125,833
Escrow Fees	0.5%	-\$8,200	-\$5,250	-\$13,450	-\$2,242
Real Estate Taxes*		-\$11,833	-\$6,035	-\$17,868	-\$2,978
Profit at 12%		-\$196,800	-\$126,000	-\$322,800	-\$53,800
Total Costs		-\$1,053,833	-\$189,785	-\$1,243,618	-\$207,270
Site Work Reimbursement		\$188,750		\$188,750	
Cash Flow		\$774,917	\$860,215	\$1,635,132	\$272,522
		PV	PV/Lot	PV/Acre	
Discount Rate	12.0%	\$1,377,648	\$229,608	\$7,621	
	15.0%	\$1,324,287	\$220,714	\$7,326	
	18.0%	\$1,274,502	\$212,417	\$7,050	
Net Present Value		\$1,325,000	\$220,833	\$7,330	
*RE Tax calc	Year 1	PV times tax rates plus direct charges			
	Year 2	2% increase in taxes x 50% for remaining unsold retail units			

**ACC's and ASSESSOR PARCELS
FITCH MOUNTAIN PROPERTY**

ACC Acres	APN		
	087-045-001	Misc Lot	No C.E.
	087-045-002	Misc Lot	No C.E.
	087-045-004	Misc Lot	No C.E.
11.72	087-045-006	Misc Lot	No C.E.
	087-120-001 pnt	Misc Lot	No C.E.
	087-044-036	Misc Lot	No C.E.
	087-053-005	Misc Lot	No C.E.
	087-045-007	Lot 8	C.E
	087-045-008	Lot 8	C.E
	087-120-001 pnt	Lot 8	C.E
136.19	087-220-001	Lot 8	C.E.
	087-130-004	Lot 8	C.E.
	087-171-025	Lot 8	C.E.
	087-181-025	Lot 8	C.E.
	087-110-012	Lot 8	C.E.
7.20	087-130-002	Lot 1	
	087-140-037	Lot 1	
12.40	087-130-003	Lot 2	
	087-140-038	Lot 2	
6.50	087-110-007	Lot 3	
6.50	087-110-008	Lot 4	
3.26	087-110-009	Lot 5	
3.50	087-110-010	Lot 6	
11.40	087-110-011	Lot 7	
198.67	Total acres		

Dana W. Burwell, MAI, ASA

Real Estate Valuation - Consultation
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June 20, 2014

Mr. Stuart Martin, SR/WA
Sonoma County Agricultural Preservation & Open Space District
747 Mendocino Avenue, Suite 100
Santa Rosa, California 95401

Re: Fitch Mountain Property
Seven Rural Residential Lots
Unincorporated Healdsburg, Sonoma County, California

Dear Mr. Martin:

I have modified my value conclusion for the seven lot development located on Fitch Mountain in Healdsburg, California, based on both new information and modified assumptions concerning the development of the property. This amendment is intended to be used in conjunction with the original appraisal dated December 15, 2010. Thus, the original unit values have been relied on in determining retail value per lot and value per gross acreage.

The following changes have been incorporated into the new analysis:

- The entire property contains 192.16 acres.
- Lot 4 is not included in the valuation. However, this lot will benefit from site improvements to the remainder of the development.
- Lot 8 acreage has been increased to 147.91 acres.
- Lot 4 will have access/utility easements to each lot.

The following new values have been applied in the analysis:

The gross value for the entire 192.16 acre Fitch Mountain property remains at \$10,000 per acre. The value of the entire property is \$1,720,000.

Lot 8 has also been valued at \$5,000 per acre, as presented in the original appraisal. The retail value of Lot 8 is estimated at \$740,000. The retail values of the remaining lots are the same as before. The retail value for the entire property is \$3,140,000.

Attachment 11c

The entire project has been reduced from 8 lots to 7 lots and this reduction in number of lots has reduced the absorption time to two years from three years. Thus, the discounted cash flow analysis presented in the Income Approach is based on a two year sell-out period instead of a three year sell-out period. The net cash flows have changed to \$678,334 in Year 1 and \$1,230,339 in Year 2. The discount rate of 15% remains the same and the new Net Present Value conclusion is \$1,520,000.

The resulting value of the property by the Sales Comparison Approach is \$1,921,600 and value by the Income Approach is \$1,520,000. The new concluded value is \$1,720,000. The table of retail values per lot and the DCF are attached.

Respectfully submitted,



Dana W. Burwell
Certified General Real Estate Appraiser
AG003696

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY IDENTIFICATION:	Fitch Mountain Unincorporated Healdsburg, Sonoma County, California
OWNERSHIP:	F.R.A.N.C.E.Z., LLC
ASSESSOR'S PARCELS:	Various
SITE DESCRIPTION:	192.16 gross acres. Lots 1, 2, 3, 5, and 6 range in size from 3.27 to 12.4 acres while Lot 8 contains 147.91 acres and is partially encumbered by a Forever Wild Easement.
ACCESS:	The property is accessed from the extension of Hilltop Road, a county street that further connects to Fitch Mountain Road.
UTILITIES:	Each lot includes a building envelope and requires the extension of a water line from a proposed mutual water system. Each lot requires an engineered septic system and the extension of PG&E utilities from Hilltop Road.
CURRENT USE:	Rural Land
HIGHEST AND BEST USE:	Rural Residential Development
ZONING:	RRD- B8 with eight legal lots
INTEREST APPRAISED:	Fee Simple Interest

VALUE INDICATIONS

\$/Acre:	\$10,000 per acre
Retail Value of 7 Lots:	\$3,140,000
Cost of Development:	(\$1,325,702)
Reimbursement for Site Costs:	<u>\$94,375</u>
Cash Flow:	\$1,908,673
Sell-out period:	Two years
Discount Rate:	15.0%

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

INDICATED VALUES

Sales Comparison Approach:	\$1,921,600
Income Approach to Value:	\$1,520,000

VALUE CONCLUSION: **\$1,720,000**

EFFECTIVE DATE OF VALUE: December 15, 2010

DATE OF INSPECTION: December 15, 2010

FITCH MOUNTAIN SUBDIVISION ANALYSIS

Scenario C

Projected Lot Sell-out

Period		Year 1	Year 2	Total	\$/Lot
Lot 1		\$450,000			
Lot 2		\$450,000			
Lot 3			\$350,000		
Lot 5			\$350,000		
Lot 6			\$350,000		
Lot 7			\$450,000		
Lot 8		\$740,000			
Gross Lot Sales		\$1,640,000	\$1,500,000	\$3,140,000	\$523,333
Number of Lot Sales		3	4		
Sales Commissions	5.0%	-\$82,000	-\$75,000	-\$157,000	-\$26,167
Site Development Costs		-\$755,000		-\$755,000	-\$125,833
Escrow Fees	0.5%	-\$8,200	-\$7,500	-\$15,700	-\$2,617
Real Estate Taxes*		-\$14,041	-\$7,161	-\$21,202	-\$3,534
Profit at 12%		-\$196,800	-\$180,000	-\$376,800	-\$62,800
Total Costs		-\$1,056,041	-\$269,661	-\$1,325,702	-\$220,950
Site Work Reimbursement		\$94,375		\$94,375	
Cash Flow		\$678,334	\$1,230,339	\$1,908,673	\$318,112
		PV	PV/Lot	PV/Acre	
Discount Rate	12.0%	\$1,586,474	\$226,639	\$8,256	
	15.0%	\$1,520,169	\$217,167	\$7,911	
	18.0%	\$1,458,470	\$208,353	\$7,590	
Net Present Value		\$1,520,000	\$217,143	\$7,910	
*RE Tax calc	Year 1	PV times tax rates plus direct charges			
	Year 2	2% increase in taxes x 50% for remaning unsold retail units			

RETAIL VALUE OF FITCH MOUNTAIN LOTS

	Size	Retail Value	Lot Description
LOT 1	7.20	\$450,000	Building envelope at upper elevation of parcel
LOT 2	12.40	\$450,000	Building envelope at upper elevation of parcel
LOT 3	6.50	\$350,000	Located at lower elevation
LOT 5	3.26	\$350,000	Located at lower elevation
LOT 6	3.50	\$350,000	Parcel split by subdivision road
LOT 7	11.40	\$450,000	Located at lower elevation
LOT 8	147.90	\$740,000	Building envelope near Lot 1 and Lot 2
	192.16	\$3,140,000	Total Retail Value

**ACC's and ASSESSOR PARCELS
FITCH MOUNTAIN PROPERTY**

ACC Acres	APN		
	087-045-001	Misc Lot	No C.E.
	087-045-002	Misc Lot	No C.E.
	087-045-004	Misc Lot	No C.E.
11.72	087-045-006	Misc Lot	No C.E.
	087-120-001 pnt	Misc Lot	No C.E.
	087-044-036	Misc Lot	No C.E.
	087-053-005	Misc Lot	No C.E.
	087-045-007	Lot 8	C.E
	087-045-008	Lot 8	C.E
	087-120-001 pnt	Lot 8	C.E
136.19	087-220-001	Lot 8	C.E.
	087-130-004	Lot 8	C.E.
	087-171-025	Lot 8	C.E.
	087-181-025	Lot 8	C.E.
	087-110-012		
7.20	087-130-002	Lot 1	
	087-140-037	Lot 1	
12.40	087-130-003	Lot 2	
	087-140-038	Lot 2	
6.50	087-110-007	Lot 3	
6.50	087-110-008	Lot 4	
3.26	087-110-009	Lot 5	
3.50	087-110-010	Lot 6	
11.40	087-110-011	Lot 7	
198.67	Total acres		

Date: October 21, 2014

Item Number: _____
Resolution Number: _____



5/5 Vote Required

Resolution Of The Board Of Directors Of The County Of The Sonoma County Agricultural Preservation and Open Space District, State Of California, Making Certain Findings and (1) Approving the Phased Acquisition of Fee Title to Certain Property on Fitch Mountain for Transfer to the City of Healdsburg Subject to a Conservation Easement and Recreation Conservation Covenant Held By the District; (2) Authorizing an Exchange of Conservation Easement Interests pursuant to Public Resources Code Section 5540.5 to Facilitate the Acquisition; (3) Authorizing the Amendment of an Existing Conservation Easement on the Property; (4) Authorizing the President of the Board to Execute All Documents to be Recorded in Connection with the Acquisition, Easement Exchange, and Easement Amendment; (5) Delegating Authority to the District's General Manager to Take All Necessary and Appropriate Action to Complete the Transaction; and (6) Dedicating the Conservation Easement to Open Space Purposes Pursuant to Public Resources Code Section 5540.

Whereas, the City of Healdsburg ("City") is willing to own, operate, and maintain parks, open space, recreation facilities and programs inside and adjacent to its boundaries; and

Whereas, the District and City share an interest in preserving that certain real property comprising approximately 198.7 acres of land in unincorporated Sonoma County near Healdsburg, California (APNs: 087-044-036; 087-045-001, 087-045-002, 087-045-004, 087-045-006, 087-045-007, 087-045-008; 087-053-005; 087-110-007, 087-110-008, 087-110-009, 087-110-010, 087-110-011, 087-110-012; 087-120-001; 087-130-002, 087-130-003, 087-130-004; 087-140-037, 087-130-038; 087-171-025, 087-171-026; 087-181-024, 087-181-025; 087-191-022; 087-220-001) (the "Property"); and

Whereas, the District desires to focus its resources on preserving land through the acquisition of conservation easements to the fullest extent possible, rather than through fee acquisitions; and

Whereas, on December 11, 2012, this Board approved a purchase agreement ("Original Purchase Agreement") with the current owner of the Property, F.R.A.N.C.E.Z. LLC ("Seller") and a Transfer Agreement with the City ("Transfer

Agreement”), pursuant to which the City has agreed to accept fee title to the Property and to devote it to use as an open space preserve with low-intensity public outdoor recreational values, subject to a conservation easement (“New Conservation Easement”) and recreation covenant (“Recreation Covenant”) held by the District;

Whereas, the Original Purchase Agreement contemplated acquisition of the entirety of the Property in a single closing, which was to occur in May 2013. A survey procured by the District in early 2013 revealed the existence of 23 encroachments on the Property, which present title concerns for both the City and District;

Whereas, District staff have secured a new purchase agreement (“New Purchase Agreement”) with the Seller which resolves the parties’ encroachment concerns by accomplishing the acquisition of the Property in two phases so that the 172.92 acre portion of the Property most necessary for District and City purposes is cleared of encroachments and acquired first for a purchase price of \$1,520,484, and then up to 25.75 acres may be acquired on or before June of 2016 for a purchase price of up to \$279,516, provided this additional acreage is found to be acceptable to the City and the District. The New Purchase Agreement, on file with the clerk, was executed by the General Manager on June 16, 2014 and amended on September 17, 2014 pursuant to the authority vested in his office by Resolution No. 01-0087;

Whereas, some of the encroachments affect land subject to a pair of conservation easements (jointly, the “Original Easement”) which were acquired by the District in September 1994 from Zelma Ratchford and the Ratchford Trust. The Original Easement, which has been dedicated to open space pursuant to Public Resources Code 5540, prohibits the uses of the Property manifest in the encroachments;

Whereas, to resolve these easement violations and facilitate the acquisition, District staff recommend releasing the land subject to the encroachments from the Original Easement in exchange for an equivalent easement interest on another portion of the Seller’s Property (the “Exchange”). The areas proposed for Exchange are equivalent both in their market value and conservation value and the interest to be obtained by the District in the proposed Exchange is necessary to be acquired for open space purposes. As a result of these factors, the proposed Exchange is permissible under Public Resources Code section 5540.5, which allows this Board to exchange an interest in real property which has been dedicated and used for park or open-space purposes, for an interest in real property that the Board determines, by a unanimous vote, to be of equal or greater value and necessary for park or open-space purposes;

Whereas, the District also desires to amend and replace the Original Easement with the New Conservation Easement to (1) enhance natural resource protections; (2) clarify permitted natural resource management and recreation and educational uses; and (3) update procedural provisions of the easement. This amendment is subject to the District's Easement Amendment Policy, which requires this Board to make the following findings prior to its approval of the proposed amendment:

- A. The New Conservation Easement is clearly consistent with the conservation purpose of the Original Easement insofar as both easements identify preservation of open space, and the natural and scenic values of the Property as primary conservation purposes, and both easements allow for recreational and educational uses of the Property, provided such uses are compatible with the primary conservation purposes;
- B. The New Conservation Easement enhances and otherwise does not impair the conservation values of the land subject to the Original Easement because the amount of acreage remaining in its natural state has been increased from 130 acres to a minimum of 155.6 acres, and the development area is more limited than in the Original Easement;
- C. The New Conservation Easement does not undermine the perpetual nature of the Original Easement because the New Conservation Easement will also be perpetual and shall be dedicated to open space pursuant to Public Resources Code section 5540;
- D. The amendment and replacement of the Original Easement with the New Conservation Easement is not precluded by the Original Easement or by state or federal law;
- E. The amendment and replacement of the Original Easement with the New Conservation Easement does not reconvey any interest in land that has been expressly extinguished by the Original Easement because (1) the New Conservation Easement is more restrictive in a number of ways, including its restraint of all park development to no more than 10% of the Property, its limitation on the height of all structures or improvements to less than 18 feet, and its cap on impervious surfaces on the Property at 0.5 acres, whereas no such limitations were included in the provisions of the Original Easement; and (2) the acreage which must remain undeveloped in the New Conservation Easement exceeds the size of the Original Easement;

- F. The amendment embodied in the New Conservation Easement is the minimum change necessary to satisfy the purpose of the amendment, which includes a need to clarify the conservation purpose and values of the Property, as well as permitted uses and activities;
- G. The New Conservation Easement is consistent with the District's Acquisition Plan and other applicable District policies now in effect insofar as it meets a number of policies in the "Recreation and Education" category of the District's long-range Acquisition Plan by virtue of its nature as a partnership with a City and a non-profit to acquire, develop, and manage land for a new park in proximity to an urban community. In addition, the project will preserve and protect Sonoma County's unique natural habitats, scenic areas and other open space values of regional significance;
- H. The New Conservation Easement is consistent with all applicable land use and zoning regulations because (1) the current zoning for the property is RRD-B8, Resources and Rural Development, Frozen Lot Size, which allows recreational uses where compatible with resource use; (2) the County General Plan designates a 60-acre minimum lot size on the Property; and (3) the Property, which is also within the City of Healdsburg's Sphere of Influence, has been designated as Open Space by the City of Healdsburg. The New Conservation Easement and Recreation Covenant are consistent with these regulations;
- I. The New Conservation Easement incorporates, to the maximum extent practical and legally permissible, the language used by the District in its current conservation easements;
- J. The amendment and replacement of the Original Easement with the New Conservation Easement increases or has no effect on the appraised value of the interests retained by the District, as determined by the Fiscal Oversight Commission in its Resolution 2014-014 on October 2, 2014; and

Whereas, for the foregoing reasons, the New Conservation Easement provides protections equal to or greater than those provided by the Original Easement in conformance with the requirements of California Public Resources Code Section 5540.

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

1. *Truth of Recitals.* That the foregoing recitals are true and correct.
2. *General Plan Consistency.* That the Project furthers goals in the Land Use and Open Space and Resource Conservation Elements of the 2020 Sonoma County General Plan in that it will protect an undeveloped property adjacent to the urban area of Healdsburg; preserve a scenic landscape that has a high visual quality; preserve a property with a unique rural and natural character; protects a native woodland used by wildlife, particularly a species of special status; and conserve an area of essential habitat connectivity and an existing natural ecosystem..
3. *Expenditure Plan Consistency.* That the acquisition of fee title of the Property, transfer to the City of Healdsburg, and the retention of a Conservation Easement and Recreation Covenant over the Property are consistent with the Expenditure Plan approved by the voters of Sonoma County in 2006 in Measure F.
4. *Fair Market Value.* That, by its Resolution No. 2014-014 dated October 2, 2014, the Sonoma County Open Space Fiscal Oversight Commission determined that it can be reasonably concluded that (a) the fair market value of the easement interest to be conveyed by the District pursuant to the proposed Exchange is equal to or less than the fair market value of the easement interest to be received by the District pursuant to that Exchange and (b) the proposed purchase price for the Property does not exceed the fair market value of the interest being acquired by the District in each phase of the transaction.
5. *Approval of Easement Exchange.* The proposed Exchange is hereby approved by unanimous vote as required by Public Resources Code section 5540.5.
6. *Approval of Easement Amendment.* The proposed amendment and replacement of the Original Easement with the New Conservation Easement is consistent with the District's Easement Amendment Policy, adopted by the Board of Directors on July 19, 2005, and the proposed amendment and replacement is hereby approved.
7. *Transfer Agreement Amendment.* That the General Manager is authorized and directed to execute, on behalf of the District, an Amendment to that certain Transfer Agreement dated February 4, 2013 by and between the City of Healdsburg and the District to reflect the restructured nature of the acquisition.
8. *Assignment of New Purchase Agreement to the City of Healdsburg.* That the General Manager is authorized to assign, on behalf of the District, the New Purchase Agreement to the City of Sonoma for the purposes of ensuring that fee title to the Property may pass directly from the Seller to the City.

9. *Authority to Sign Contracts.* That the President is authorized and directed to execute, on behalf of the District those certain agreements, on file with the Clerk, entitled “Deed and Agreement by and between the City of Healdsburg and the Sonoma County Agricultural Preservation and Open Space District Conveying a Conservation Easement and Assigning Development Rights” and “Recreation Conservation Covenant”, together with the certificates of acceptance required by Government Code Section 27281. The President is further authorized to execute a quitclaim to F.R.A.N.C.E.Z. LLC and a grant deed from F.R.A.N.C.E.Z. LLC amending that certain “Deed and Agreement by and Between the Zelma Ratchford Family Trust and the Sonoma County Agricultural Preservation and Open Space District Conveying a Conservation Easement and Assigning Development Rights,” together with a certificate of acceptance to accomplish the Exchange hereby approved.
10. *Escrow Instructions; Necessary Documents.* That the District’s Counsel is directed to prepare and deliver appropriate escrow instructions and other necessary documents to Fidelity National Title Company to complete the transaction as described. The General Manager is authorized to sign all closing documents and to execute any other documents necessary to complete this transaction as described, including, without limitation, making any technical, non-substantive changes in closing documents with the prior approval of the District’s Counsel.
11. *Costs of Escrow.* That, at the request of the General Manager, the County Auditor draw a warrant or warrants against available funds in the County’s Open Space Special Tax Account in an amount not to exceed \$15,000 payable to Fidelity National Title Company (Escrow No. FSNX-7051401360 –CT) for the cost of the title insurance policy to be secured by the District for the Conservation Easement and Recreation Covenant and in such other amounts necessary to close escrow and for associated transactional costs requested by the General Manager.
12. *California Environmental Quality Act.* That, by this Board on December 11, 2012, the project authorized by this resolution was determined exempt from the requirements of the California Environmental Quality Act (Public Resources Code §§ 21000 *et seq.*) under State Guidelines Sections 15313, 51316(a), 15317, and/or 15325(a),(c) and (f). The project description has not changed and therefore the Notice of Exemption previously posted by the General Manager fully covers this action.
13. *Dedication.* That the New Conservation Easement acquired by this transaction is hereby dedicated to open space purposes pursuant to Public Resource Code section 5540.
14. *Validation.* The agreements authorized by this resolution are contracts within the definition of Government Code Section 53511 and as such, any action challenging the validity of any or all of the contracts must be commenced within sixty (60) days of the adoption of this resolution pursuant to Section 863 of the Code of Civil

Resolution #
Date: October 21, 2014
Page 7

Procedure.

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

To: Board of Supervisors and Board of Commissioners.

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Mark Krug, (707) 565-7509

Supervisorial District(s):

All

Title: FY 2015-16 Community Development Block Grant, HOME Investment Partnerships, Emergency Solutions Grants, Community Services Funding, and Low- and Moderate-Income Housing Asset Fund Policies and Projects.

Recommended Actions:

Concurrent approval by the Board of Supervisors and the Sonoma County Community Development Commission to:

1. Board of Supervisors and Board of Commissioners: Approve the *2015-2016 Funding Policies: Federal Community Development Block Grant, HOME and Emergency Solutions Grant Funding Programs, Community Services Funding Program, and Low- and Moderate-Income Housing Asset Fund.*
2. Board of Supervisors: Authorize submittal of Community Development Block Grant (CDBG) project funding requests to the Sonoma County Community Development Commission (CDC) by the Department of Transportation and Public Works, General Services Department, Regional Parks Department, and the Economic Development Board, approve submittal of CDBG project funding requests by the Sonoma County Fairgrounds as County-Owned Public Facilities projects, for consideration during the CDC-administered Consolidated Plan funding process, and ratify the execution of non-substantive amendments to the "Urban County" Joint Powers Agreement.
3. Board of Commissioners: Authorize submittal one CDBG project funding request and one HOME Investment Partnerships funding request by the Sonoma County Community Development Commission for consideration during the FY 2015-16 CDC-administered Consolidated Plan funding process.

Executive Summary:

If approved, this agenda item will accomplish three objectives. First, the approval of local funding policies that will guide decisions about which projects will be funded for FY 2015-16 from three federal and two local funding sources, described below. Second, authorization for County departments and agencies to apply for FY 2015-16 project funding from these funding sources. Third, to ratify the non-substantive amendment to a Joint Powers Agreement related to the administration of these funding

sources.

The U.S. Department of Housing and Urban Development (HUD) provides Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and the Emergency Solutions Grants (ESG) funds to local jurisdictions for a wide range of activities to benefit lower-income people. The overall federal goal of these programs is to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities. The County of Sonoma, the cities of Cloverdale, Cotati, Healdsburg, Rohnert Park, Sebastopol, Sonoma, and the Town of Windsor, have entered into a Joint Powers Agreement to form an "Urban County", which is an entity recognized by HUD as eligible for formula grant funding under these three programs. The Joint Powers Agreement (JPA) designates the County as the sponsoring agency to administer and implement the program, and the Sonoma County Community Development Commission (CDC) as fiscal agent for the program. A HUD-required One-Year Action Plan must be adopted by the County each year to provide details about the specific projects that will be funded during each fiscal year.

The current JPA was executed in 2005. The HUD-prescribed JPA renewal process is based on three-year periods. The 2006-2008, 2009-2011, and 2012-2014 renewals were all handled through letter agreements as directed by HUD memoranda. For the 2015-2017 period, HUD required execution of a non-substantive amendment to the JPA in order to revise JPA language to expressly certify that 1) no CDBG funds will be transferred to another jurisdiction in exchange for other funds, 2) all participants in the JPA will comply with federal fair housing requirements, and 3) all participants in the JPA intend to remain in that status for the full 2015-2017 renewal cycle. Thus, the attached amendment was drafted and executed by all eight jurisdictions and submitted to HUD prior to the September 2014 deadline. Approval of this agenda item ratifies the Executive Director's execution of this JPA Amendment on behalf of the County of Sonoma.

The locally generated Community Services Funding (CSF) is now integrated with the CDC's long-standing CDBG public services and ESG allocation and contract administration process. New for FY 2015-16 is the inclusion of a portion of the Low- and Moderate-Income Housing Asset Fund (LMIHAF) as a fifth funding source governed by the subject Funding Policies. Specifically, State law enacted in early 2014 allows for up to \$250,000 in LMIHAF dollars to be used for homeless prevention or homeless rapid re-housing programs. The subject policies, if approved, would integrate these LMIHAF funds into the public services funding category alongside CDBG, ESG, and CSF.

FUNDING ALLOCATION:

HUD has not yet announced FY 2015-16 CDBG, HOME, and ESG program allocations. It is anticipated that funding levels will be similar to allocations received in FY 2014-15. The estimated allocation for Sonoma County's share of federal CDBG, HOME and ESG for FY 2015-16 is approximately \$2.3 million. The Board of Supervisors has not yet adopted the FY 2015-16 County Budget and therefore, actual FY 2015-16 funding amounts for County discretionary amounts remain unknown. In order to maintain the CSF program at FY 2014-15 levels, the County's FY 2015-16 budget would need to appropriate CSF funds in an amount equal to \$720,000.

POLICY REVISIONS:

The attached draft *Funding Policies* document has been revised from the approved FY 2014-15 version.

Proposed revisions were made to improve language and clarify existing procedures, to comply with the Sonoma County Five-Year Consolidated Plan and HUD regulations, and to make two substantive policy changes.

The first substantive change is in the public services category, which provides operational grants for non-profit human and homeless services providers. The change is to allow for multi-year awards, for up to three-years. In order to assure that there are funds each year that could be made available to fund new, promising, and innovative programs, not more than 75% of the annual public services allocation would be ear-marked for multi-year awards. Non-profit agency awardees and potential awardees were convened to discuss this and those that participated are highly and universally supportive of this policy change.

The second substantive change is including Low- and Moderate-Income Housing Asset Funds (LMIHAF) in the public services category. State redevelopment dissolution law allows for up to \$250,000 annually in LMIHAF funds to be used for homeless prevention or homeless rapid re-housing programs. Your Board took action on August 19, 2014 to enable use of LMIHAF in this way in Sonoma County and the draft FY 2015-16 policies codify this action. If approved, the result will be that the public services funding amount will swell by up to \$250,000 annually, to the extent these funds are available.

The proposed non-substantive revisions to the Funding Policies fall within two main areas:

1. The Policies explain that a new Five-Year Consolidated Plan covering FY 2015-16 through FY 2019-20 must be submitted to HUD by May 15, 2015. The goals and objectives to be included in the Plan will be developed through a citizen participation process to be conducted concurrently with the FY 2015-16 CDBG, HOME, and ESG funding approval process. Because the new goals and objectives are as yet unknown, the goals and objectives included in the 2010 Consolidated Plan will be effective for the FY 2015-16 proposal review and selection process.
2. The proposal review and selection criteria pertaining to requests for homelessness assistance funding are revised to reference the recently completed Continuum of Care (CoC) 10-Year Homeless Action Plan 2014 Update, and now detail the CoC goals as points on which proposals will be assessed.

The policy revisions were considered by the Technical Advisory Committee, comprised of representatives of the seven incorporated jurisdictions participating in the Urban County Joint Powers Agreement, and the Community Development Committee, an eight-member citizen's advisory panel, at concurrent public hearings on September 9, 2014. Upon conclusion of the hearings, each of the Committees voted unanimously to recommend Board approval of the attached revised policy document.

PROPOSED CDBG PROJECTS:

Under the FY 2015-16 proposed Funding Policies, 15% of the County's CDBG allocation is available for County-Sponsored capital and economic development projects, 19.5% is available for other Unincorporated Area or Countywide capital and economic development projects, and 15% is available for Public Service projects. In addition, 30.5% of the allocation is available for capital and economic development projects in the seven participating incorporated areas in the Urban County. All projects must benefit households with incomes at or below 80% of median area income, as determined and

updated annually by HUD.

County-Sponsored Projects: The following County departments and agencies seek authorization to submit these four funding proposals for consideration, and concur with and support their inclusion in this agenda item and staff report :

- 1) Regional Parks – Maxwell Farms Regional Park ADA Retrofit
Work will include removal of existing architectural barriers. Improvements will be made to the parking lot, path of travel, gates, drinking fountains, and restroom.....\$100,000
- 2) Economic Development Board – Micro-Lending Technical Assistance Program
Funds to be used for technical assistance and loan packaging services for new and existing small businesses.....\$30,000
- 3) Transportation and Public Works – Ross Road Pedestrian & Accessibility Improvements
Work is contemplated in three distinct elements centered on pedestrian and accessibility enhancements in Graton.....\$279,000
- 4) General Services – Continuation of ADA Improvements at the County Center
Work to include removal of architectural barriers and other improvements to path of travel, including ADA compliant access to public buildings.....\$150,000

Although it is a separate legal entity rather than a County department or agency governed by your Board of Supervisors, the Sonoma County Fairgrounds is requesting your Board’s approval to submit a proposal under this category. Fairgrounds staff will provide with their funding application the required resolution from the Fair Board of Directors authorizing submittal of their funding request.

Countywide and Unincorporated Area Projects: The CDC staff requests approval to submit a proposal for \$350,000 in CDBG funding under this category for the Housing Rehabilitation Loan Program. As stipulated in the Funding Policies, the CDC will allocate program income and reprogrammed funds derived from all sources, except first-time homebuyers programs, to the Housing Rehabilitation Program. Repayments of previously loaned CDBG funds for first-time homebuyers will continue to be set-aside for new homebuyer loans if demand exists, otherwise these funds can also be re-programmed to the Housing Rehabilitation Loan Program.

Tenant-Based Rental Assistance Using HOME Funds: CDC staff also seeks approval to submit a Housing Authority proposal for up to \$500,000 in HOME funds to expand the existing Tenant-Based Rental Assistance Program to target and assist those homeless persons and households identified by the County Homeless Outreach Team (HOT) or related County and CDC homelessness program initiatives.

CONSOLIDATED PLAN APPLICATION PROCESS:

A Notice of Funds Available will be publically issued on approximately 10/22/2014, and Technical Assistance Sessions will be held for all interested applicants in the following two weeks. All CDBG, HOME, ESG, LMIHAF and CSF funding applications must be submitted directly to the CDC by 12/19/14. The Community Development Committee will hold public hearings on all HOME applications, and on all

CDBG applications for capital and economic development activities not located in any of the seven JPA incorporated jurisdictions on 2/24/15. The Technical Advisory Committee will hold a public hearing on the JPA incorporated area CDBG capital and economic development applications on 3/9/15. The Community Development Committee will hold a public hearing on CDBG, ESG, LMIHAF and CSF Public Service applications on 3/10/15. The recommendations of the Community Development Committee and the Technical Advisory Committee will be included in a draft One-Year Action Plan, which will be considered by your Board of Supervisors on 5/5/15. The adopted FY 2015-16 Consolidated Plan: One-Year Action Plan must be submitted to HUD by 5/15/15. Because FY 2015-16 is the first year in a new five-year Consolidated Plan period, at the same time the One-Year Action Plan is presented for your Board's approval in May 2015, the draft 2015-2020 Consolidated Plan will also be presented for approval.

Prior Board Actions:

08/19/14: Board approved Low- and Moderate-Income Housing Asset Fund (LMIHAF) Policies
 05/06/14: Board approved FY 2014-15 One-Year Action Plan.
 10/8/13: Board approved FY 2014-15 Funding Policies and project submittals by County departments and agencies.

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

County funding for programs associated with this item provide social services, disabled accessibility and decent, safe and affordable housing for targeted low income households, disabled individuals and homeless persons and households.

Fiscal Summary - FY 14-15

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

Narrative Explanation of Fiscal Impacts (If Required):

No fiscal impact to FY 2014-15. The actions are related to planning for the FY 2015-16 funding cycle where funding amounts remain unknown.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<ol style="list-style-type: none"> 1. First Amendment to Joint Powers Agreement for Housing and Community Development 2. Draft 2015-2016 Funding Policies: Federal CDBG, HOME and ESG Funding Programs, Community Services Funding (CSF) Program, and Low- and Moderate-Income Housing Asset Fund. 			
Related Items “On File” with the Clerk of the Board:			

FIRST AMENDMENT TO JOINT POWERS AGREEMENT FOR HOUSING
AND COMMUNITY DEVELOPMENT

WHEREAS, the COUNTY OF SONOMA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the incorporated CITIES/TOWN of CLOVERDALE, COTATI, HEALDSBURG, ROHNERT PARK, SEBASTOPOL, SONOMA and WINDSOR, all being municipal corporations of the State of California, and located within the boundaries of the COUNTY, hereinafter referred to as "MUNICIPALITIES";" have previously entered into that JOINT POWERS AGREEMENT FOR HOUSING AND COMMUNITY DEVELOPMENT ("AGREEMENT"), dated July 5, 2005; and

WHEREAS, the parties mutually agreed to renew the AGREEMENT for three-year increments following the prescribed procedures promulgated by the U.S. Department of Housing and Urban Development ("HUD") through and including Federal Fiscal Year 2014; and

WHEREAS, HUD has issued Notice CPD-14-07 governing the renewal requirements for Federal Fiscal Years 2015-2017, inclusive, that necessitates changes to the AGREEMENT.

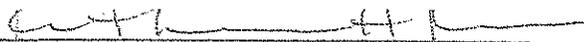
NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Neither the COUNTY nor any of the MUNICIPALITIES may sell, trade, or otherwise transfer all or any portion of CDBG funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations and will restrict use of these funds for activities eligible under title I of Housing and Community Development Act of 1974, as amended by the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76, or other amendments.

2. The COUNTY and the MUNICIPALITIES shall take all actions necessary to assure compliance with the COUNTY'S certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing. The COUNTY and the MUNICIPALITIES shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws. Urban county funding is prohibited for activities in or in support of any MUNICIPALITY that does not affirmatively further fair housing within its own jurisdiction or impedes the COUNTY'S actions to comply with its fair housing certification.

3. The COUNTY and the MUNICIPALITIES certify that each party, individually and collectively, intends to remain a participant in the Joint Powers Agreement (JPA) enabling the eight-jurisdiction Urban County to continue to participate in the federal Community Development Block Grant (CDBG) program, Home Investment Partnership Program, and Emergency Solutions Grant (ESG) program as an entitlement jurisdiction for the 2015-2017 renewal cycle.

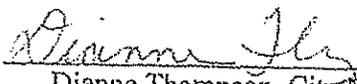
COUNTY OF SONOMA, COMMUNITY DEVELOPMENT COMMISSION

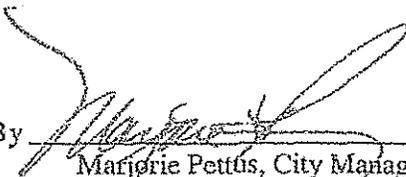
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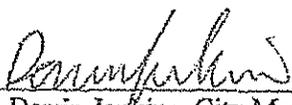
Kathleen H. Kane, Executive Director

Dated: September 22, 2014

By 
Paul Cayler, City Manager
City of Cloverdale

By 
Dianne Thompson, City Manager
City of Cotati

By 
Marjorie Pettis, City Manager
City of Healdsburg

By 
Darrin Jenkins, City Manager
City of Rohnert Park

By 
Larry McLaughlin, City Manager
City of Sebastopol

By 
Carol Giovanatto, City Manager
City of Sonoma

By 
Linda Kelly, Town Manager
Town of Windsor



Sonoma County Community Development Commission

~~2014~~2015-2016 Funding Policies

Federal CDBG, HOME and ESG Funding Programs

Community Services Funding (CSF) Program

[Low- and Moderate-Income Housing Asset Fund](#)

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I. Introduction

Consolidated Plan

The Consolidated Plan is a five-year plan required by the U.S. Department of Housing and Urban Development (HUD) in order for Sonoma County to receive federal housing and community development funds under the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and the Emergency Solutions Grants (ESG) programs. The Plan, including the goals and specific objectives for the five-year period, also includes the County's One-Year Action Plans for use of CDBG, HOME and ESG funds during each fiscal year.

A new 2015 Sonoma County Consolidated Plan will include the goals and specific objectives for the five-year period from July 1, 2015 through June 30, 2020. The new goals and objectives will be developed through a citizen participation process to be conducted concurrently with the FY 2015-2016 CDBG, HOME, and ESG funding approval process. Because the new goals and specific objectives are as yet unknown, the goals and specific objectives from the 2010 Sonoma County Consolidated Plan will be effective for the FY 2015-2016 proposal review and selection process.~~The goals and objectives are developed through a citizen participation process conducted concurrently with the first Action Plan's CDBG, HOME, and ESG funding approval process of each Consolidated Plan. The current Consolidated Plan covers the period July 1, 2010 ~~2015~~ to June 30, 2015~~2020~~.~~

The Consolidated Plan serves the following four functions:

1. A planning document for Sonoma County, which builds on a participatory process;
2. A strategy to be followed in carrying out HUD programs;
3. An action plan that provides a basis for assessing performance; and
4. A required element of the annual application for federal funds under HUD's CDBG, HOME, and ESG programs.

The Sonoma County Consolidated Plan encompasses activities undertaken by the County of Sonoma, as well as the seven participating municipalities of Cloverdale, Cotati, Healdsburg, Rohnert Park, Sebastopol, Sonoma, and Windsor. Together, these eight jurisdictions comprise the Urban County, an entity recognized by HUD as an entitlement jurisdiction eligible for formula grant funding under the CDBG, HOME, and ESG programs. The cities of Santa Rosa and Petaluma, although located within the boundaries of Sonoma County, each qualify as separate entitlement jurisdictions and administer their respective HUD funding allocations. Each establishes an individual Consolidated Plan for their sole jurisdiction.

This document, the Urban County's Funding Policies, provides the policy framework to guide the allocation and administration of CDBG, HOME, and ESG funds, described below, consistent with federal rules, statutes and regulations, and local priorities. The references to "County" refer to the eight-jurisdiction Urban County. The references to "special needs subpopulations" in the objectives include, but are not limited to: 1) elderly households, 2) persons with physical, mental or developmental disabilities, 3) persons with HIV/AIDS and their families, 4) large families, 5) single-headed households, and 6) farm workers.

Community Services Funding (CSF) Program & Low- and Moderate-Income Housing Asset Fund (LMIHAF)

Additionally, the Sonoma County Community Development Commission (Commission) administers the locally-funded County Community Services Funding (CSF) and ~~the~~ Low- and Moderate-Income Housing Asset Fund (LMIHAF).

The CSF and the portion of LMIHAF funds dedicated to homeless program funding, an amount limited by state law and local discretion, per direction from the Sonoma County Board of Supervisors and the Board of Commissioners, are ~~is~~ to be integrated with the CDBG Public Services and ESG funding processes to the extent possible. The balance of the LMIHAF funds are governed by a separate LMIHAF Fund Policies document. For convenience, throughout the remainder of this document, “LMIHAF” refers solely to the homeless program-dedicated portion of LMIHAF assets that are subject to these policies.

These ~~four~~three funding sources will be combined for allocation purposes and implementation and the LMIHAF and CSF programs will follow the priorities set forth in the Consolidated Plan and these funding policies.

HUD Funding Programs

The Community Development Block Grant (CDBG) Program, as created by the federal Housing and Community Development Acts of 1974 and 1987, has as its primary objective the development of viable communities through the provision of decent housing, a suitable living environment and the expansion of economic opportunities, primarily for lower income persons. At least 70% of Sonoma County’s CDBG funds must be used for activities that benefit lower income persons (i.e., persons earning less than 80% of the area median income). Any programs or projects allocated CDBG funding must meet one of the following National Objectives:

1. Benefit low- to moderate-income persons
2. Prevent or eliminate slums and blight as determined by HUD
3. Meet an urgent need

The Emergency Solutions Grants Program (ESG), originally authorized under the Stewart B. McKinney Homeless Assistance Act of 1987 as the Emergency Shelter Grants program, permits HUD to make grants to states and units of general local government for homelessness prevention and intervention services.

The Cranston-Gonzalez National Affordable Housing Act created the HOME Investment Partnership (HOME) Program in 1990. The HOME Program provides funding to local jurisdictions to increase the stock of housing affordable to very low- and low-income households. In 1991, HUD designated Sonoma County a Participating Jurisdiction under the HOME Program.

The Sonoma County Community Development Commission (Commission) is the designated local administrative body for each of the three federal funding programs.

II. Funding Goals and Objectives

As stated in the Consolidated Plan, the overall goal of the CDBG, HOME and ESG federal funding programs is to develop viable urban communities principally for low-income persons by:

- 1) Providing decent housing;
 - assisting homeless persons to obtain affordable housing;
 - assisting persons at risk of becoming homeless to retain their housing;
 - preserving and retaining the affordable housing stock;
 - increasing the availability of permanent housing that is decent, safe, sanitary, and affordable to lower-income families, particularly to members of disadvantaged minorities, without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability;
 - increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/AIDS) to live in dignity and independence; and
 - providing affordable housing that is accessible to public transportation and job opportunities.
- 2) Providing a suitable living environment;
 - improving the safety and livability of neighborhoods;
 - eliminating blighting influences and the deterioration of property and facilities;
 - increasing access to quality public and private facilities and services;
 - reducing the isolation of income groups within areas through spatial deconcentration of housing opportunities for lower income persons and the revitalization of deteriorating neighborhoods;
 - restoring and preserving properties of special historic, architectural, or aesthetic value; and
 - conserving energy resources and using renewable energy sources.
- 3) Expanding economic opportunities.
 - creating and retaining jobs;
 - establishing, stabilizing and expanding microenterprises (businesses having 5 or fewer employees, one or more of whom owns the business);
 - providing public services in support of employment;
 - providing jobs to lower-income persons living in areas affected by those programs and activities, or jobs resulting from carrying out activities under programs covered by the plan;
 - promoting availability of mortgage financing for lower-income persons at reasonable rates using non-discriminatory lending practices;
 - promoting access to capital and credit for development activities that support the long-term economic and social viability of the community; and
 - promoting empowerment and self-sufficiency for lower-income persons to reduce generational poverty in federally assisted housing and public housing.

Operationally, these broad goals are implemented in three areas: Homelessness, Housing and Non-Housing Community Development, as follows:

A. Homelessness

Goal: To promote new and existing day centers, emergency shelters, housing facilities and services that will coordinate and improve the continuum of care system for homeless residents of Sonoma County.

1. Homeless Specific Objectives:

- a. Provide day center services to homeless persons, some with special needs.
- b. Provide emergency shelter beds for homeless persons, some with special needs.
- c. Provide housing with supportive services to persons leaving homeless shelters or to persons who are living “on the streets”, some with special needs.
- d. Provide mental health, other health and social services, counseling, employment training, education, childcare, parenting education, substance abuse treatment, domestic violence intervention, transportation assistance and self-sufficiency skills including, but not limited to, rental housing education, financial literacy, and independent living skills, to homeless persons living “on the streets” or in emergency shelters, including outreach to the “street” homeless and assessment of individual and family needs. Some of the assisted persons will be from special needs subpopulations.
- e. Provide homeless prevention services to households who are at risk of becoming homeless, some with special needs.

2. Eligible Use of Funds:

- a. Homeless Shelter Operations (CDBG, CSF and ESG).
- b. Services to Homeless Persons (CDBG, CSF, [LMIHAF](#) and ESG).
- c. Homeless Prevention Activities (CDBG, CSF, [LMIHAF](#) and ESG).
- d. Acquisition, construction, and rehabilitation of homeless day centers and emergency shelters (CDBG).
- e. Acquisition, construction, and rehabilitation of homeless housing facilities (CDBG and HOME).

3. Non-Eligible Use of Funds:

- a. ESG, [LMIHAF](#), and CSF funds may not be used for acquisition, construction, rehabilitation, or other capital costs.
- b. HOME [and LMIHAF](#) funds may not be used for capital costs associated with day centers or emergency shelters.
- c. [HOME funds may not be used for costs of operations or services.](#)
- ~~e.~~ [d. LMIHAF funds may only be used for homelessness prevention and rapid re-](#)

[housing services](#).

~~d.e.~~ CDBG, HOME, CSF, [LMIHAF](#), and ESG funds may generally not be used for general administration costs. Such costs are allowed in the public services category provided the Commission staff approves, in advance, an indirect expense allocation plan for the applicant agency.

B. Housing

Goal: To increase the housing stock that is affordable, accessible and available to extremely low-, very low-, low-, and moderate-income residents of Sonoma County, including special needs subpopulations.

1. Housing Specific Objectives:

- a. Develop new rental and ownership housing units that are affordable and available to extremely low-, very low-, low- and moderate-income households, some with special needs.
- b. Develop new housing units with appropriate supportive services that are affordable, accessible and available to extremely low-, very low-, low- and moderate-income special needs households.
- c. Provide tenant-based rental subsidies to make market rate housing units affordable to extremely low-income households, some with special needs.
- d. Provide comprehensive rehabilitation and targeted hazard mitigation assistance to make needed repairs and improvements conventional single- and multi-family housing and mobile homes owned and/or occupied by extremely low-, very low-, low- and moderate-income households, some with special needs.
- e. Provide loans to eligible entities to acquire and/or rehabilitate existing multi-family housing affordable, accessible and available to extremely low-, very low-, low- and moderate-income households at risk of becoming market rate housing. The occupants of some of these assisted housing units will include special needs households.
- f. Provide direct fair housing education and mediation services to low- and moderate-income renter households, some with special needs.

2. Eligible Use of Funds:

- a. Housing Development and Preservation:
 - i. Site acquisition (CDBG and HOME).
 - ii. Acquisition of existing rental housing (CDBG and HOME).
 - iii. Development impact fees (HOME).
 - iv. Site improvements for new rental housing developments (HOME).
 - v. Construction of new rental housing developments (HOME).
 - vi. Demolition associated with development of new housing units (CDBG and

HOME).

- vii. Rehabilitation of existing rental housing developments (CDBG and HOME).
- viii. Energy-related and disabled accessibility improvements (CDBG and HOME).
- ix. Relocation associated with development or rehabilitation of housing units (CDBG and HOME).

b. CBDO Housing Development (CDBG):

An approved Community Based Development Organization (CBDO) may use CDBG funds for predevelopment costs (including, but not limited to: architectural, engineering or related professional services required to prepare plans, drawing, specifications, or work write-ups), site improvements, and hard costs of unit construction for qualifying “neighborhood revitalization projects” as defined at 24 CFR 570.204(a).

c. Scattered-Site Housing Rehabilitation (CDBG):

The Commission will provide assistance for hazard mitigation measures and comprehensive rehabilitation of single-family houses, mobile homes, and multi-family units located on scattered sites throughout the Urban County that are occupied by low-income households.

d. First Time Homebuyer Assistance (CDBG):

The Commission will provide assistance to low-income households to purchase homes in designated subdivisions throughout the Urban County. CDBG funds can also be used as loan proceeds to new buyers in affordable home-ownership “re-sale” situations with properties that the Commission already has an interest.

e. Tenant-Based Rental Assistance (HOME):

The Sonoma County Housing Authority is eligible to provide rental assistance for households residing in emergency or transitional shelters that have obtained supportive services that will enable them to become self-sufficient, persons with disabilities who have obtained supportive services, senior citizens, former foster youth, and persons displaced due to locally declared disasters.

f. CHDO Operating Costs (HOME):

Up to 5% of the County’s fiscal year HOME allocation may be used for operational support for approved Community Housing Development Organizations (CHDOs) in an aggregate amount not to exceed the lesser of \$50,000 or 50% of the CHDOs total operating expenses in that fiscal year and adhering to HOME federal regulations §92.208, §92.300(e), and §92.300(f).

3. Non-Eligible Use of Funds:

- a. CDBG, CSF, [LMIHAF](#), and ESG funds may not be used for long-term tenant-based rental assistance. “One-time only” or short- [or medium-term Homelessness Prevention or Rapid Re-Housing](#) rental assistance ~~is~~ [are](#) eligible, with possible limitations based on the underlying funding source.

- b. CDBG funds may not be used for costs associated with construction of new, permanent housing units, except by an approved CBDO.
- c. LMIHAF funds may be used for permanent housing only through the County Fund for Housing.
- ~~e~~.d. HOME funds may not be used for ownership projects.
- ~~d~~.e. HOME funds may not be used to pay holding or option costs.
- ~~e~~.f. HOME funds may not be used for development soft costs, except for eligible impact fees.
- ~~f~~.g. ESG and CSF funds may not be used for acquisition, construction, rehabilitation, or other capital costs.
- ~~g~~.h. CDBG, HOME, CSF, LMIHAF, and ESG funds may not be used for general administration expenses.

C. Non-Housing Community Development

Goal: To assist in creating and/or replacing infrastructure systems, public facilities and non-housing services that meet the needs of the extremely low-, low- and moderate-income residents of Sonoma County, including the homeless and special needs subpopulations.

1. Non-Housing Community Development Specific Objectives:
 - a. Preserve low- and moderate-income neighborhoods and improve the quality of neighborhood-based living, including construction or reconstruction of storm/flood drain improvements, water and sewer improvements (connecting water and sewer lines to new or existing affordable housing developments, sewer mains, and rural water facilities), streets, streetlights, sidewalks, curbs and gutters (either non-existent or in need of repair or upgrade).
 - b. Construct, renovate or install access modifications to reduce or eliminate architectural barriers to meet the special needs of persons with disabilities and the elderly in accordance with the American with Disabilities Act (ADA) in public facilities, including but not limited to public parks, restrooms, youth centers, senior centers, fire stations, libraries and community recreation facilities.
 - c. Facilitate economic integration and self-sufficiency for lower income persons through self-sufficiency programs and through job training and economic development assistance for microenterprises to increase job opportunities.
2. Eligible Use of Funds:
 - a. Public Improvements and Facilities (CDBG):
 - i. Site acquisition.
 - ii. Acquisition of existing facilities.
 - iii. Site improvements for new facilities.

- iv. Development and construction of new improvements and facilities.
 - v. Demolition associated with development of new improvements and facilities.
 - vi. Rehabilitation of existing facilities.
 - vii. Reconstruction of existing improvements.
 - viii. Energy-related and disabled accessibility improvements.
 - ix. Relocation associated with development of new improvements and facilities.
 - b. Public Services (CDBG, ESG and CSF).
 - c. Economic development assistance and services for microenterprises (CDBG).
3. Non-Eligible Use of Funds:
- a. HOME, [LMIHAF](#), and CSF funds may not be used for any capital, operating, or maintenance costs associated with public improvements or facilities.
 - b. HOME funds may not be used for costs of services.
 - c. CDBG funds may not be used for repair (vs. reconstruction) of public improvements.
 - d. CDBG funds may not be used to assist businesses that do not qualify as microenterprises per 24 CFR 570.
 - e. CDBG, HOME, CSF, [LMIHAF](#), and ESG funds may not be used for general administration expenses except that for CDBG-funded microenterprise awards, general administration expense is allowed subject to the same limitations and conditions associated with public services awards, see section II.A.3.e.

III. Eligible and Ineligible Applicants

Eligible applicants for HOME funding include non-profit and qualifying for-profit organizations, and public agencies (local government entities).

Eligible applicants for CSF, [LMIHAF](#), and ESG funding include non-profit organizations and public agencies. Eligible non-profits must have attained their IRS 501(c)(3) status at the time the funding application is submitted.

Eligible applicant organizational types for CDBG funding are those identified in the federal CDBG regulations. The type of qualified entity varies by activity type.

Individual persons are not eligible to apply for CDBG, HOME, CSF, [LMIHAF](#), and ESG funding; however, individuals may apply for assistance from programs assisted with these funds such as housing rehabilitation, first-time homebuyer, or tenant-based rental assistance programs.

IV. Funding Conditions and Regulations

A. Timeliness

All projects shall proceed in a timely manner as detailed below. Extensions may be

granted for good cause at the discretion of the Executive Director and must be consistent with the funding source regulations.

1. Funds for program operations (i.e. non-capital programs), referred to here as “Public Services” or as “Economic Development” activities must be expended within the 12 months of the fiscal year for which funding is allocated. Public Service and Economic Development funding that is unexpended after the agreement term will be reprogrammed.
2. Funds for site acquisition must be spent within 6 months of the date on which the Funding Agreement is offered for execution. The [applicant must satisfy all conditions of approval that are prerequisite to the CDC offering the](#) Agreement ~~must be offered~~ for execution within 12 months of the start of the fiscal year associated with the award. If the site acquisition is not complete within 6 months of that date, the funds will be reprogrammed.
3. Disbursement of funds for all affordable housing projects, including hard and soft costs of new development, renovation, rehabilitation, and reconstruction projects (but excluding site acquisition costs, which are governed by IV.A.2 above), must be initiated within 12 months of the date on which the Funding Agreement is offered for execution. The [applicant must satisfy all conditions of approval that are prerequisite to the CDC offering the](#) Agreement ~~must be offered~~ for execution within 12 months of the start of the fiscal year associated with the award. All funds must be disbursed within 18 months after the date on which the Funding Agreement is offered for execution. Funding that is unexpended after this deadline will be reprogrammed.
4. Funds for all public facilities and other public improvement projects (excluding site acquisition costs, which are governed by IV.A.2 above), must be expended within 24 months of the date on which the Funding Agreement is offered for execution. Funding that is unexpended after 24 months will be reprogrammed.

B. Site Control

Capital project proposals must demonstrate site control at the time funding is made available to the County by HUD (generally August of the new fiscal year). An executed long-term lease, signed option or purchase agreement or equivalent, legally enforceable instrument may satisfy this requirement. If site control is not in force at the time HUD makes the funding available to the County, the funding approval will be rescinded and the funds will be reprogrammed.

C. Environmental Conditions

Project allocation awards that have been approved by the Board of Supervisors cannot be offered a Funding Agreement for execution until the required federal environmental and contract compliance conditions have been met except for CSF awards which are not subject to these federal requirements. The Commission’s Executive Director is designated by the Board of Supervisors as the Certifying Officer for all National Environmental Policy Act (NEPA) environmental review of CDBG, ESG and HOME-funded projects. Therefore, the Commission will determine and complete, or cause to be

completed, the appropriate level of NEPA environmental review, the cost of which shall be the responsibility of the awardee and may be paid from the grant/loan funds allocated. The awardee must provide all requested information pertinent to completing the environmental review in a timely manner. Failure to do so will result in the reprogramming of the allocated funds to another project.

The applicant must provide the Commission with documentation verifying the satisfaction of any required environmental impact mitigation measures.

As applicable, the project also must receive local environmental clearance in accordance with the requirements of the California Environmental Quality Act (CEQA). The applicant must submit a copy of the CEQA clearance to the Commission.

D. Reasonable Cost of Real Estate Acquisition

A property appraisal carried out by a licensed real estate appraiser, or other evidence of valuation acceptable to the Commission, must be provided to the Commission prior to an offer of a Funding Agreement for execution obligating funds for acquisition of real estate. Funds for direct site acquisition will not be provided if the purchase price exceeds the documented “reasonable cost” of the real property. As defined in OMB Circulars A-87, *Cost Principles for State, Local and Indian Tribal Governments*, and A-122, *Cost Principles for Non-Profit Organizations*, “A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs.” Funds for related transaction costs (e.g., title, soils tests, Phase I reports, etc.) may be allowed above the reasonable cost.

E. Land Use Approvals

Proposed projects that require land use approvals must be consistent with the General Plan of the jurisdiction in which they are located in order to meet the goals and objectives of the jurisdiction. A certification of the project’s consistency with the applicable General Plan, signed by an authorized representative of the jurisdiction, must be submitted with the proposed project application.

F. Compliance with Disabled Access Requirements

All applicants for funds must be able to comply with the Architectural Barriers Act of 1968 (PL 90-480) and with 24 CFR Part 8 entitled “Nondiscrimination Based on Handicapped Status in Federally Assisted Programs and HUD Activities.”

24 CFR Part 8 states that no qualified individual with disabilities shall, solely on the basis of disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Housing and Urban Development.

Disabled access must be provided to the greatest extent feasible in non-housing as well as housing facilities. Proposed activities that do not provide access for the disabled may not be considered for funding. In addition, all local and state disability access guidelines

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must be followed.

G. Compliance with Federal Procurement and Labor Standards

Those projects that involve construction and/or rehabilitation must comply with federal procurement procedures and with federal labor standards including Davis-Bacon and Related Acts governing prevailing wage and other labor standards requirements. Commission staff will assist with compliance on such projects and will monitor the awardee's compliance with the applicable federal labor standards. As required by HUD, the Commission will withhold allocated funding from projects that do not maintain compliance with all applicable labor standards provisions.

H. Building Standards

All capital projects must be constructed and maintained in compliance with all applicable federal, state and local codes, standards and ordinances.

I. Green Building Guidelines

All capital proposals that include building construction or substantial rehabilitation shall include a "Green Design" self-score. If the jurisdiction in which the project is located has an established "Green Design" scoring methodology, the applicant shall provide that completed scoring information along with the funding application. The reviewing bodies will use the "Green Score" in considering funding allocations but there will not be a required minimum threshold score for determining eligibility.

J. Relocation and One-for-One Replacement

If applicable, relocation and one-for-one replacement procedures outlined in 24 CFR 570.606 and in HUD's Uniform Relocation and Real Property Acquisition Act must be followed. Projects requiring permanent displacement of families, individuals and/or businesses must also comply with the Sonoma County Residential Anti-displacement and Relocation Assistance Plan.

K. Change in Use

All properties acquired and/or improved using CDBG funds must comply with the CDBG regulations at 24 CFR 570.505, which require that the use of the property (including the beneficiaries of such use) cannot be changed from that for which the acquisition or improvement was made unless the recipient provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either: (1) The new use of such property qualifies as a CDBG-eligible activity; or (2) If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify for CDBG funding, the recipient reimburses the Sonoma County CDBG Program in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. Compliance with this

requirement shall be secured by a deed restriction recorded on title to the acquired or improved property. For County-owned or controlled properties, compliance with this requirement shall be secured through an annual certification of the County Real Estate Manager documenting that the use of CDBG-assisted properties remains unchanged.

L. Assistance for Site Acquisition, Development, and Rehabilitation

1. Form of Assistance – Rental Housing and Public Facility Projects

All financial assistance will be in the form of loans secured by real property except for non-housing projects (i.e. public facility projects) sponsored and owned by units of local government where the assistance will be in the form of a grant. Generally, all loans will be 3% simple interest with payments deferred for the term of the loans. See *Sonoma County Community Development Commission Loan Policies* for additional information regarding interest rates and other loan parameters. Upon completion of the project, Commission loans must be fully secured by the post-completion value of the property. The term of the loan will be the longer of thirty (30) years or the longest term of any financing which is senior in lien position to the Commission loan.

2. Form of Assistance – Ownership Housing Projects

The interest rate and security requirements for home ownership projects will be the same as those for rental housing developments, as detailed above. The Commission loan to the developer will be for a maximum five-year term and will convert to deferred-payment, subordinate loans to income-eligible buyers at the time of first sale of each unit in the ownership project. The total amount of these loans will be sufficient to recapture the initial amount of Commission loan, plus any interest accrued on the Commission loan as of the date of conversion.

3. Loan Documents and Close of Escrow

The Commission will execute a Funding Agreement and Promissory Note with each developer and record a Deed of Trust with a Rider in evidence of the Commission loan commitment and obligations.

4. Alternate Loan Terms

The Commission will consider alternate loan terms that the applicant may request for coordination with other sources of project financing. On a case-by-case basis, the Commission staff may approve requests to assign the Funding Agreement and/or Commission loan to a partnership or other assignee in compliance with HUD regulations.

M. Affordability Restrictions for Housing Projects

The following provisions identify the minimum affordability requirements for new housing development and rehabilitation of existing rental housing developments. Projects that provide greater and/or longer affordability than the minimums shown will receive a higher priority.

1. Income Limits

- a. 100% of the CDBG and HOME funds will be used to assist units occupied by households with incomes of no more than eighty percent (80%) of the Sonoma County area median income (AMI), adjusted for household size.
- b. At least eighty percent (80%) of the units assisted with HOME funds must initially be occupied by households with incomes of no more than sixty percent (60%) of Sonoma County AMI, adjusted for household size. Subsequently, these units may be occupied by households with incomes of up to eighty percent (80%) of Sonoma County AMI, adjusted for household size.
- c. At least twenty percent (20%) of the units assisted with HOME funds must be occupied by households with incomes of no more than fifty percent (50%) of the Sonoma County AMI, adjusted for household size.

2. Rent and Purchase Price Limits

Units assisted with CDBG or HOME funds may be sold or rented to income-eligible households at affordable prices and rents, as determined by the Commission in accordance with HUD regulations.

3. Term of Income and Price Restrictions

Upon completion or acquisition of a housing project, the assisted units must remain affordable for the longer of thirty (30) years or the longest affordability term required by other financing in the project. In no case shall the period of affordability be less than the original term of the loan.

▪

N. Homeless Management Information System (HMIS)

All funded applicants operating homeless-dedicated activities must input data into the County Homeless Management Information System (HMIS), and must provide match funding from non-McKinney-Vento, non-HEARTH Act funding sources to the agency managing HMIS. Funded homeless-dedicated programs must meet both HUD Continuum of Care and locally developed data standards for timeliness and completion.

O. Match Requirements

1. Per federal regulation, the expenditure of HOME funds will accrue a match obligation equal to 25% of the amount of the HOME funds expended. The Commission looks to each project receiving HOME funds to generate eligible match funds during the same fiscal year in which the HOME funds are expended. However, the Commission may cite previously reported match funds to satisfy HOME match requirements in subsequent years.
2. Each awardee must match the ESG funding with an equal amount of funds from other, non-McKinney-Vento, non-HEARTH Act funding sources. Match funds must

be provided after the date of the grant award.

P. Public Service Projects - Area of Service

Proposed Public Service projects that are located in, and will serve the residents of, one or more specific incorporated areas, but not all of Sonoma County, must receive the endorsement of the governing body of the jurisdiction(s) in which the project will operate. A Council resolution endorsing the project must be submitted with the proposed project application.

Q. Other Federal Requirements

In addition to the requirements outlined in this document, all awardees are required to adhere to federal rules, statutes, policies and regulations associated with the underlying source of federal funds. Primary federal regulatory citations for the three funding sources, CDBG, HOME and ESG are listed below:

1. CDBG: 24 CFR Parts 91 and 570
2. HOME: 24 CFR Parts 91 and 92
3. ESG: 24 CFR Parts 91 and 576

V. Funding Allocation and Selection Process

A. Allocation of Funds

1. New annual allocations of CDBG, HOME, CSF, [LMIHAF](#), and ESG funds shall be allocated per the table below:

Allocation Categories	Percentage of Funding CDBG	Percentage of Funding HOME	Percentage of Funding ESG	Percentage of Funding CSF	Percentage of Funding LMIHAF
County-Sponsored projects ¹	15%				
Unincorporated Area projects ²	19.5%				
Public Service projects	15%		92.5%	85%	100%
Tenant-Based Rental Assistance, Rental housing development and CHDO operation support, a minimum of 15% of which shall be used for CHDO development / preservation of rental housing ³		90%			
City / Town projects ⁴	30.5%				
Program Administration ⁵	20%	10%	7.5%	15%	

- ¹ Non-housing capital and economic development –microenterprise projects sponsored by County departments and agencies.
- ² Capital, housing rehabilitation and economic development–microenterprise projects located in an unincorporated area of the County.
- ³ Rental Housing projects located in any of the 8 Urban County jurisdictions. If adequate eligible applications are not submitted to use the full amount of HOME or HOME CHDO set-aside funds, the balance will roll over for use in the next fiscal year.
- ⁴ Capital and economic development projects located within the incorporated limits of Cloverdale, Cotati, Healdsburg, Rohnert Park, Sebastopol, Sonoma or Windsor may be sponsored by the municipality or a subrecipient.
- ⁵ Program administration funding to Commission as allowed by federal regulation.

2. Program Income and Reprogrammed Funds

a. CDBG:

- i. The Commission will use up to twenty percent (20%) of CDBG program income for program administration and operation of the CDBG program. The remaining program income will be reallocated as follows:
- ii. Program income/reprogrammed funds derived from housing rehabilitation, ~~homebuyer assistance activities~~ or public services activities will be used for housing rehabilitation and homebuyer assistance and associated direct program delivery costs in either the incorporated or unincorporated areas of the Urban County.

~~iii. Program income funds derived from homebuyer loan repayments will be used to assist new eligible homebuyers to purchase homes in either the incorporated or unincorporated areas of the Urban County.~~

- ~~iv.~~iii. Program income/reprogrammed funds derived from all other sources (i.e. not from housing rehabilitation, public services or homebuyer ~~loan repayments~~activities) will be used as follows: CDBG program income/reprogrammed funds derived from City / Town projects, including reprogrammed funds from homebuyer projects, will be reallocated to housing rehabilitation and/or homebuyer projects within the incorporated Urban County jurisdictions, and CDBG program income/reprogrammed funds derived from Unincorporated Area projects, ~~including reprogrammed funds from homebuyer projects,~~ will be reallocated to housing rehabilitation and/or homebuyer projects within the unincorporated County.

b. HOME:

- i. The Commission will use ten percent (10%) of program income for program administration and operation of the HOME program.
- ii. The remaining ninety percent (90%) of program income, and any non-CHDO reprogrammed funds, will be reallocated at the Executive Director's discretion to the Sonoma County Housing Authority's TBA Program or rolled-forward to the next fiscal year allocation. CHDO Set-Aside funds may only be reprogrammed to eligible CHDO projects.

c. CSF:

- i. Any reprogrammed CSF funds will be used to replace CDBG funds in a like amount in an existing public services CDBG award. The released CDBG funds will then be reprogrammed as prescribed in *V.2.a.ii* above.

d. LMIHAF:

- i. Any reprogrammed LMIHAF funds will be used to replace CDBG funds in a like amount in an existing public services CDBG award for homelessness prevention or rapid re-housing assistance, if any. The released CDBG funds will then be reprogrammed as prescribed in V.2.a.ii above. If there are no such CDBG awards, LMIHAF funds will be returned to the LMIHAF for future use.

3. Fair Housing Services Set-Aside Funding

Each jurisdiction receiving CDBG funds from HUD must certify that it will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. In that the provision of fair housing services is required to remain eligible for CDBG funding, adequate funding for these services shall be provided through a Set-Aside under the Public Services category.

The annual Notice of Funds Available (NOFA) process includes a request for Proposals (RFP) to solicit proposals from capable non-profit agencies to provide fair housing services. The CDC shall endeavor to join with other entitlement jurisdictions within Sonoma County in the RFP process to provide consistent and cost-effective service and assistance to citizens of the entire County.

In the event that there are multiple proposals for providing fair housing services, a committee made up of staff members of each jurisdiction will recommend one applicant to provide these services based on the following factors:

- a. The capacity of the applicant to provide these services.
- b. The degree to which a capable applicant can leverage additional funding sources to augment the County's funding allocation.
- c. Coordination with neighboring jurisdictions in the regional provision of fair housing services for optimizing efficiency and customer service.
- d. Cost-effectiveness.
- e. The degree to which the proposed services will overcome the effects of the fair housing barriers and issues as identified in the current Analysis of Impediments to Fair Housing Choice.

In the event no viable proposals are received from community-based non-profit agencies or no fair housing proposals are awarded funds, Commission staff will provide the

required fair housing services utilizing funding from the fair housing set-aside until which time that a subsequent RFP process can be implemented to secure a qualified contract provider of Fair Housing services.

The fair housing set-aside amount shall be \$52,500, subject to adequate Public Services funding. If the Community Development Committee recommends a change to the set-aside amount for any fiscal year, the following factors will be considered:

- Current funding level for the CDBG, ESG and CSF.
- Historical funding levels of this service.
- Expected cost of activities required to address issues identified in the analysis of impediments to fair housing choice document.
- Consideration of actual or potential funding from other sources.

B. Proposal Submission Process

1. Details regarding the application requirements and time lines are included in the application instructions and related materials released in early- to mid-November of each year for the fiscal year that begins the following July.
2. Proposal Submission

Please see the Consolidated Plan Application Timetable for the proposal deadline and public hearing dates discussed in this section.

All applicants should attend a Technical Assistance Session for interested applicants to be held on the date listed on the Consolidated Plan Application Timetable. Any applicant who cannot attend the scheduled Sessions should contact the Commission staff as soon as possible.

Applicants must submit funding proposals to the Commission by 5:00 p.m. on the date listed on the Consolidated Plan Application Timetable. Project applications must be complete by the deadline date to be considered eligible for funding. Applications which do not include a Resolution from the Board of Directors, a required Certification of Consistency with the jurisdiction's General Plan, a required City Council Resolution endorsing a Public Service project, a current operating budget, a copy of the applicant's most recent audit, or complete answers to all applicable questions, will be deemed ineligible for funding.

Proposals may not be revised and/or submitted after the deadline date. In addition, once a proposal is awarded funding by the Commission it cannot be materially revised prior to contract execution.

3. City/Town Local Priority Ranking

Each municipality will review the proposals to be located within its jurisdiction and will assign priorities for funding. All proposals from the municipalities must be submitted to the Commission together with city/town council resolutions adopting priority rankings by the deadline date shown in the Consolidated Plan Application Timetable.

C. Selection Process:

1. Community Development Committee:

The Sonoma County Community Development Committee (CD Committee) appointed by the Board of Supervisors will assume responsibility for reviewing all proposals except those competing in the “City/Towns Projects” category.

The CD Committee conducts one or more annual public hearings to take testimony regarding proposals submitted under these categories. See the Consolidated Plan Application Timetable for the CD Committee’s public hearing dates. The CD Committee will formulate a funding recommendation to the Board of Supervisors for each program year. The CD Committee’s recommendation will include a list of projects recommended for funding, the level of funding recommended and conditions to be satisfied prior to funding, if any. The CD Committee will not recommend funding for any project unless a representative from the applicant agency is present at the hearing to answer questions about the proposed project.

2. Technical Advisory Committee:

The Technical Advisory Committee (TAC), comprised of one appointed representative from each of the seven incorporated jurisdictions included in the Urban County, will assume responsibility for reviewing all capital and economic development project CDBG proposals that will be implemented within the cities/town, i.e. proposals submitted in the city/town project category.

The TAC will conduct an annual public hearing on the date shown in the Consolidated Plan Application Timetable to take testimony regarding proposals submitted to the cities/town. At the conclusion of its hearing, the TAC will develop its funding recommendation to the Board of Supervisors for each program year. The TAC’s recommendation will include a list of projects recommended for funding, the level of funding recommended and conditions to be satisfied prior to funding, if any. The TAC will not recommend funding for any project for a jurisdiction unless the duly appointed TAC representative or the duly appointed TAC alternate of the jurisdiction is present at the hearing to answer questions about the proposed project.

3. Action Plan – One-Year Use of Funds

The Commission will use the CD Committee and TAC recommendations to prepare the “Action Plan: One Year Use of Funds” to be included in the appropriate Sonoma County

Consolidated Plan. The Consolidated Plan Summary will be published/disseminated in accordance with HUD regulations and the Sonoma County Citizen Participation Plan and thirty days allowed for written comments to be submitted to the Commission. See the Consolidated Plan Application Timetable for the publication dates and the end of the comment period.

4. Multi-Year Awards for Public Services

In recommending awards for Public Services, the CD Committee may, but is not obligated to, recommend some awards for a three-year duration. In doing so, the following criteria will govern this act:

- a. The maximum annual amount of Public Services funding awarded on a three-year basis in aggregate will not exceed approximately 80% of the total in the Public Services category during the year in which the recommendation is made.
- b. For Public Services awards made on a three-year basis, all funding Agreements shall be executed for a one-year terms and funding for years two and three is contingent upon:
 - a. Adequate funding available in the Public Services category, and
 - b. Full substantive compliance with funding Agreement(s) from the prior year or prior two years, as applicable.

5. Board of Supervisors and Board of Commissioners Final Approval

The CD Committee and TAC recommendations, along with all written comments received during the Action Plan comment period and supplementary Commission staff comments, will be submitted to the Board of Supervisors/Board of Commissioners for approval. The Board is the final decision-maker for determining CDBG, HOME, CSF, LMIHAF, and ESG awards. See the Consolidated Plan Application Timetable for the Board's public meeting date.

D. Review and Selection Criteria

The following criteria will be the basis of evaluation by the Community Development Committee and the Technical Advisory Committee, as well as the Board of Supervisors.

1. General (The following criteria apply to applications for funding to assist in the prevention of homelessness, provide affordable housing and non-housing community development.)

- a. In no event will an award be granted in an amount less than \$15,000 for non-HMIS-mandated programs and \$20,000 for HMIS-mandated programs. The larger minimum funding amount for HMIS-mandated programs is intended to partially off-set the greater administrative burden of HMIS participation.
- a. ESG, CSF, LMIHAF, and CDBG Public Services funds will be combined for

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- allocation purposes.
- b. Proposals for housing and homeless related purposes will be given a high priority for funding.
 - c. The project will have joint funding from other sources.
 - i. Degree to which the proposal demonstrates the leveraging of other funds and in-kind contributions.
 - ii. Degree to which the applicant demonstrates a continuing effort to locate alternate sources of funding.
 - d. The applicant demonstrates the administrative capacity to complete the proposed project and will have adequate provisions for long-range maintenance and operations.
 - i. Degree to which work products, Board of Director's meeting minutes, reports and reimbursement requests from previous awards were submitted in a complete, accurate and timely manner.
 - ii. Degree to which previously awarded grant funds were expended on eligible activities in a timely manner and in compliance with applicable policies, rules and regulations.
 - iii. Degree to which new applicants demonstrate a record of administrative and programmatic capacity using federal, state, local and private grant funds from other sources.
 - iv. Cost effectiveness of the project.
 - e. Geographic Service Area
 - i. The reviewing bodies will endeavor to ensure that all areas of the County are appropriately served.
 - ii. For public services proposals that serve a geographic area less than all of Sonoma County, the reviewing bodies will give weight to an affected city or town's priority in making funding recommendations.
 - iii. The project is appropriate in size, scope and location to successfully address the targeted clientele and defined service area.
 - g. A funding priority for affordable housing projects will be given to non-profit organizations to increase the likelihood that units will remain affordable for a longer period of time, per the Sonoma County Housing Element.

- h.i. The project will not duplicate existing projects or services.
 - i. Degree to which the project provides unique, non-duplicative services.
 - ii. Degree to which a documented and verifiable need for the proposed project/service is demonstrated.
- i. The project will impact significantly on the identified problem.
 - i. Degree to which the proposal demonstrates that the funded activities will result in outcomes that are clearly defined, measurable and directly related to alleviation of the stated problem.
- j. The project will produce visible, permanent results in meeting the immediate needs of lower income persons.
 - i. Degree to which the proposal addresses immediate needs in a manner that promotes permanent solutions.

2. Homelessness (In addition to the General criteria, the following criteria apply to applications for funding to assist in addressing and preventing homelessness.)

- a. Projects that provide shelter, housing and/or services for people who are homeless will address needs identified in the ~~A Roof Over Every Head~~ Sonoma County Continuum of Care - 2s-10-Year Homeless Action Plan, 2014 Plan Update.
 - i. Degree to which the proposal clearly fills an identified gap in the Sonoma County Continuum of Care system.
 - ii. Degree to which the provider participates in the Sonoma County Continuum of Care planning process.
 - iii. Degree to which the provider participates in the local implementation of the HUD-mandated Homeless Management Information System (HMIS).
- iv. Degree to which the proposal supports meeting one or more HEARTH Act or Continuum-wide goals as designated in the 2014 10-Year Plan Update:
 - 1. Shorten the average length of stay in emergency shelters and transitional housing, for households exiting to permanent housing.
 - 2. Reduce the number of households re-entering the homeless system after exiting to permanent housing.
 - 3. Increase percentage of households exiting emergency shelters and transitional housing to permanent housing.

4. Increase percentage of Permanent Supportive Housing participants retaining permanent housing
5. Increase the percentage of participants exiting with employment income
6. Increase the percentage of participants that exit with income from sources other than employment.
7. Increase the percentage of participants exiting with non-cash mainstream benefits
8. Enroll 100% of adults in health insurance
9. Connect 96% of homeless persons with a usual source of health care
10. 75% of adults needing Behavioral Health Care Services will receive them

3. Housing (In addition to the General criteria, the following criteria apply to applications for funding to provide affordable housing.)

- a. The project will impact significantly on the identified problem.
 - i. Degree to which the project targets extremely low-, very low- and low-income families and special needs populations, the households given priority in the County's Consolidated Plan.
 - ii. Degree to which the number of assisted households exceeds the minimum HOME or CDBG Program requirements.
 - iii. For rental housing, degree to which the rents will be below the maximum rents allowed by the HOME and CDBG Program regulations.
 - iv. Degree to which the proposed affordability period exceeds the minimum requirement.
- b. The project will produce visible, permanent results in meeting the immediate needs of lower income persons.
 - i. Degree to which the project promotes greater choice of housing opportunity.
 - ii. Degree to which the project facilitates and furthers fair housing principles; specifically, full compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, E.O. 11063 and HUD regulations issued pursuant thereto.

4. Upstream Investments. In reviewing funding applications and formulating recommendations for funding amounts in the Public Services category, the CD Committee will utilize principals consistent with the County of Sonoma's Strategic

Plan element known as “Upstream Investments”.

Specifically, funding proposals for programs that have the following characteristics will be given a higher priority for funding.

- Evidence Based.
- Outcomes Oriented
- Collaborative

In addition, those program proposals that contain one or more of the following characteristics will be evaluated more favorably over those that do not.

- a. Programs that are prevention-focused and interventions that increase equality and reduce monetary and societal costs for all residents of the County.
- b. Programs that help to eliminate poverty, promote equal opportunity for quality education and good health in nurturing home and community environments.
- c. Programs that target the factors of:
 - i) Poverty and racial/ethnic disparities
 - ii) Community conditions
 - iii) Family dysfunction
 - iv) Negative peer influence
 - v) Early antisocial behavior
- d. Programs that promote the goals of:
 - i) Supporting the healthy development of children
 - ii) Providing access to education and training to adequately prepare community members for challenges of the future.
 - iii) Ensuring that all community members are well sheltered, safe, and socially supported.
 - iv) Promoting a thriving, diverse economy and economic security for all.
- e. Programs that will have an impact on the following indicators:
 - i) Reduced child maltreatment
 - ii) Reduced youth binge drinking
 - iii) Reduced youth drug use
 - iv) Reduced youth depression
 - i) Reduced youth tobacco use
 - ii) Reduced teen births
 - iii) Reduced obesity

- iv) Improved pre-school attendance
- v) Improved 3rd grade reading
- vi) Improved 3rd grade math
- vii) Improved high school completion
- viii) Improved higher education
- ix) Improved housing affordability
- x) Reduced homelessness
- xi) Reduced juvenile arrests
- xii) Reduced adult arrests
- xiii) Reduced domestic violence
- xiv) Reduced gang membership
- xv) Improved youth connectedness
- xvi) Reduced poverty
- xvii) Reduced unemployment
- xviii) Improved health insurance rates

More information about the “Upstream Initiatives” and related material regarding evidence-based practices can be found here:

<http://www.sonomaupstreamupstreaminvestments.org/>

V. Questions?

Information regarding these policies, funding year timelines, application, allocation and funding year reporting and reimbursement process, etc may be found online at:

<http://www.sonoma-county.org/cdc/>

Additional information about public service programs, public facilities or public improvements projects may be obtained by contacting:

~~Mark Krug~~ John Haig, Capital Programs Manager ~~Community Development Manager~~

Sonoma County Community Development Commission

1440 Guerneville Road, Santa Rosa, CA. 95403

phone 707-565-~~7509~~-7508 ♦ fax 707-565-7583 ♦ ~~Mark.Krug~~John.Haig@sonoma-county.org

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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: 10
(This Section for use by Clerk of the Board Only.)

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Jim Flugum 547-1971

Supervisorial District(s):

Fourth

Title: 404 Aviation Blvd Roof Replacement, Termination of Contract

Recommended Actions:

Authorize the General Manager of the Sonoma County Water Agency to terminate the 404 Aviation Boulevard Roof Replacement contract for convenience and authorize payment to the contractor of termination costs not to exceed \$5,000.

Executive Summary:

The proposed action would authorize the General Manager of the Sonoma County Water Agency (Water Agency) to terminate the 404 Aviation Boulevard Roof Replacement contract for convenience, and authorize payment to the contractor of termination costs not to exceed \$5,000. The contract is being terminated so that it can be rebid with an expanded scope of work.

HISTORY OF ITEM/BACKGROUND

On May 6, 2014, the Board awarded the contract for the 404 Aviation Boulevard Roof Replacement to Best Contracting Services, Inc. for \$812,950 (Contract). The 404 Aviation Boulevard Office building was constructed in 1995-1996 by the prior owners, and the existing roof is at the end of its design life. In addition, a solar system added to the roof in 2005, warranted and reinstalled again in 2007 has increased foot traffic and concentrated wear on the roof. As a result, the roof is vulnerable to leaks and requires replacement as soon as possible.

The Contract contemplates removing the existing 63,000 square foot of roofing and replacing it with a new commercial roofing membrane. The Contract also includes removal/reinstallation of 2,224 existing photovoltaic panels to expose the underlying roof for replacement. In addition to the array of photovoltaic panels, the existing roof also supports 16 separate heating, ventilation and air conditioning (HVAC) units, as well as 7 skylight openings. After the Contract was awarded and before the Notice to Proceed was issued, Water Agency staff discovered that framing for roof openings beneath 15 of the HVAC units (which were apparently installed after the original building construction) and all 7 skylights lacked typical seismic framing reinforcements, which (in the case of the skylights) were called for in the

original building plans. To address this, remedial framing reinforcements are needed, which involves temporarily removing the 15 HVAC units and skylights once the old roofing material is removed and before the new roof is installed to access the framing from above. Water Agency staff requested a change order proposal from the contractor for this remedial work in early July. Following several clarifications on the scope of work and work hour restrictions, the contractor submitted a proposal in late August for approximately \$137,000 to complete this additional work.

After reviewing the matter with County Counsel, Water Agency staff determined that it would be more appropriate to rebid the Contract with the remedial framing work included, rather than adding the work to the Contract as a Change Order. Rebidding the Project with the extra work is in the public interest because it may yield a lower cost and will avoid potential coordination and scheduling problems likely to be incurred by proceeding with the work at this time. The contractor, who has not yet mobilized or purchased materials, has agreed to claim no more than \$5,000 in termination-related costs, consisting mostly of travel costs. Water Agency staff believe this termination claim amount is reasonable. If the Board approves the requested action, the General Manager will implement the termination for convenience provisions of the Contract Documents, and only such amounts which are properly substantiated by the contractor, up to a maximum of \$5,000, will be paid by the Water Agency.

Upon approval by the Board, Water Agency staff will revise the bidding documents to include the remedial framing work and rebid the project for construction in spring/summer of 2015.

ALTERNATIVES

The Water Agency could proceed with the contract as bid, without the remedial framing work, and issue a separate contract for the remedial framing work. The current contract would likely need to be suspended until the next construction season to avoid exposing the roof during the winter, which could expose the Water Agency to material and equipment cost escalation claims. Initiating a second contract for the remedial framing work would also require significantly more staff time for contract preparation and administration than rebidding the existing contract with the remedial work included.

Prior Board Actions:

May 6, 2014 Action authorizing the Chair to execute the contract with Best Contracting Services, Inc. for \$812,950 for construction of the 404 Aviation Boulevard Roof Replacement, and delegating authority to the General Manager of the Water Agency, to execute Agreement and Release of Any and All Claims, if required.

Strategic Plan Alignment Goal 3: Invest in the Future

The higher reflectivity of the new roof material, in addition to the added insulation, will reduce building cooling costs.

Water Agency Energy Goals and Strategies, Goal 2: Pursue funding and development of renewable energy projects of broad regional benefit to generate revenue, lower county-wide emissions profile, and reduce long term rate exposure risk to consumers.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 5,000	Water Agency Gen Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 5,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 5,000	Total Sources	\$ 5,000

Narrative Explanation of Fiscal Impacts (If Required):

If the proposed action is approved and the contract for the 404 Aviation Boulevard Roof Replacement is terminated, the direct cost of this action would be the \$5,000 in termination-related costs. The project would be rebid in early 2015.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

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



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Brad Sherwood (707) 547-1927

Supervisorial District(s):

All

Title: Water Conservation and Drought Public Awareness Survey 2014

Recommended Actions:

Authorize Water Agency's General Manager to execute an agreement with EMC Research, Inc. to provide preparation and implementation of public opinion surveys for the amount of \$33,000, agreement terminates on June 30, 2015.

Executive Summary:

HISTORY OF ITEM/BACKGROUND

The purpose of the Water Conservation and Drought Public Awareness Survey 2014 (Survey) is to evaluate community opinion and awareness on key water conservation and drought issues. The survey data will assist the Sonoma County Water Agency (Water Agency) and its partner agencies, including the Sonoma-Marin Saving Water Partnership (Partnership), to measure and evaluate existing water conservation and drought public outreach messaging as utilized in earned and paid media campaigns. The Water Agency manages multi-media public outreach campaigns to increase drought and conservation awareness, as well as promote water efficiency rebate programs made available by the Water Agency and its wholesale water customers.

In 2014, the Water Agency and Partnership unveiled a new drought education campaign titled, "There's a drought on. Turn the water off." This campaign featured methods for saving water, such as not washing your car, reducing outdoor irrigation, and indoor water saving tips. The campaign included placing earned and paid media advertisements in local and regional media publications. The Water Agency will use the Survey data to update messaging and outreach of its public education initiatives, such as the "There's a Drought On. Turn the Water Off" campaign. New data will help the Water Agency better message and address drought and water conservation practices, concerns and opportunities that may be addressed in future public outreach initiatives.

SELECTION PROCESS

EMC Research, Inc. (Consultant) was originally selected in 2003 as a result of a Request for Proposals

that was sent to four firms. Three proposals were received, and EMC Research, Inc. was selected based on their qualifications and their geographical proximity to Sonoma County by way of their office in Oakland, CA. A competitive selection process has not been performed since 2003 due to the need for a consistent baseline for tracking, development and implementation of the survey which has been conducted by the same consultant in a timely and professional manner since 2003. The Survey goal requires use of the baseline established by EMC Research, Inc. to ensure statistical reliability in measuring results.

SERVICES TO BE PERFORMED

Under the proposed agreement, the Consultant will design and conduct a telephone survey of 600 randomly selected registered voters in Sonoma County, and provide an in-depth report analyzing the data. The Survey will be in Spanish or English. Consultant will conduct the Survey during the month of November, 2014, with reporting and consultation on results available by December 2014. As the drought continues into 2015, the Water Agency will continue implementing educational public outreach campaigns with the guidance of the Consultant’s survey data.

Prior Board Actions:

Board approved agreements for Water Conservation and Public Information Survey between the Sonoma County Water Agency and EMC Research, Inc. (formerly Evans/McDonough Company, Inc.) in 2003, 2007, 2011, and 2013.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

The survey seeks to align public service with community needs and expectations. The survey measures the success of community service programs to increase accountability and efficiency.

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

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 33,000	Water Agency Gen Fund	\$ 33,000
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 33,000	Total Sources	\$ 33,000

Narrative Explanation of Fiscal Impacts (If Required):

Budgeted amount of \$33,000 is available from FY 2014/2015 appropriations for the General Fund. No additional appropriation is required.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

None.

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

Agreement (1 Copy)

nw\\S:\CL\Agenda\agrees\10-21-2014 WA Public Awareness Survey
2014_summ.docm

CF/40-0-21 EMC Research, Inc. (Agree for Water Conservation and Drought
Public Awareness Survey 2014) TW 14/15-037 (ID 5134)



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 Directors, Sonoma County Water Agency and Sonoma Valley County Sanitation District

Board Agenda Date: October 21, 2014

Vote Requirement: Majority 2/3 - SVCSD

Department or Agency Name(s): Sonoma County Water Agency
Sonoma Valley County Sanitation District

Staff Name and Phone Number:

Steve Koldis, 547-1914/Joan Hultberg, 547-1902

Supervisorial District(s):

All

Title: FEMA Grant Awards

Recommended Actions:

- a) Authorize the General Manager to accept for the Sonoma County Water Agency a California Pre-Disaster Mitigation grant award from Federal Emergency Management Agency in the amount of \$1,930,181 for the Isolation Valve Replacement Project.
- b) Authorize the General Manager to accept for the Sonoma County Water Agency an additional \$1,000,000 in Hazard Mitigation Grant Program funds for the Santa Rosa Aqueduct Project.
- c) Authorize the General Manager, on behalf of the Sonoma Valley County Sanitation District, to accept a California Pre-Disaster Mitigation grant award from Federal Emergency Management Agency in the amount of \$75,000 for the preparation of a Local Hazard Mitigation Plan.
- d) Adopt a Resolution identifying the General Manager, and by delegation from the General Manager, the Chief Engineer or Assistant General Manager, as duly authorized representatives of the Sonoma County Water Agency (Water Agency) or, as applicable, the Sonoma Valley County Sanitation District (District), to receive grant funding, to provide the assurances and agreements required by the funding agencies, and to execute any amendments to such assurances or agreements, provided the amendments have no cost to the Water Agency or the District and do not substantially change the scope of work, following review and approval of County Counsel as to form.

Executive Summary:

The Water Agency has been awarded a \$1,930,181 grant from Federal Emergency Management Agency to replace 20 isolation valves throughout the water transmission system. This work will increase the Water Agency's operational capability to restore a reliable water supply, minimize risk to life and property, maximize the number of residents who retain service in the event of a failure, and prevent

water quality impairment that could likely result from a transmission pipeline failure immediately following a major seismic event.

The Water Agency has also been awarded an additional \$1,000,000 in grant funds by Federal Emergency Management Agency for the Santa Rosa Aqueduct Project, which addressed a severe vulnerability in the water transmission system at the Rodgers Creek Fault at Sonoma Avenue in Santa Rosa. This project, completed in Fall of 2013, installed a new flexible 36-in diameter steel pipe that would be able to withstand severe fault rupture, which would dramatically jeopardize water supply reliability within the Water Agency's service area. These funds will augment a 2010 Federal Emergency Management Agency \$1,370,360 grant awarded towards the construction of this project, offsetting \$2,370,360 of the project costs.

The District has been awarded a \$75,000 grant from Federal Emergency Management Agency to prepare a single jurisdiction Local Hazard Mitigation Plan (Local Plan). The Local Plan is part of the District's efforts to be prepared for natural and other disasters by identifying physical vulnerabilities and developing strategies to alleviate their impacts. It will also make the District eligible to apply for grant programs such as those discussed above, awarded to the Water Agency. The preparation, approval, and adoption of a Plan are required before obtaining most Federal Emergency Management Agency grant funds. The District will contribute \$25,000 towards the Plan's creation, for a total budget of \$100,000.

This item asks the Boards of Directors of the Sonoma County Water Agency and the Sonoma Valley County Sanitation District to authorize the General Manager to accept the above-described grant awards from Federal Emergency Management Agency and adopt a Resolution designating the General Manager, and if he elects, the Chief Engineer or Assistant General Manager, as the duly authorized representative to apply for and receive grant funding from Federal Emergency Management Agency and/or State of California Office of Emergency Services, to provide the assurances and agreements required by these funding agencies, and to execute any amendments to such assurances or agreements, provided the amendments have no cost to the Water Agency and do not substantially change the scope of work, following review and approval of County Counsel as to form.

HISTORY OF ITEM/BACKGROUND:

The Disaster Mitigation Act of 2000 is intended to encourage pre-disaster planning. In addition to the pre-disaster planning program there is also a national post-disaster Hazard Mitigation Program. Communities that have developed Local Hazard Mitigation Plans in advance of a disaster have access to more federal funds.

The Water Agency has prepared a Local Plan to ensure that it could provide an uninterrupted supply of clean drinking water and water for firefighting and to minimize the potential for loss of life and property damage following a major natural disaster. The District also intends to prepare a Local Plan to identify and mitigate threats and damage to its infrastructure from local hazards such as fire, flooding, landslides and earthquakes. A Local Plan approved by Federal Emergency Management Agency is a pre-requisite federal and state funding, and must be updated, re-submitted, and approved by Federal Emergency Management Agency every five years.

On January 8, 2008, the Board of Directors adopted the Water Agency's Local Plan, and on December

11, 2012, the Board of Directors adopted the 2012 Local Plan Update. The 2012 Local Plan Update, which was approved by Federal Emergency Management Agency on August 8, 2013, identifies various projects as having the greatest importance to the community served by the Water Agency. The Water Agency has obtained and will continue to pursue funding to implement the projects through Federal Emergency Management Agency's Hazard Mitigation Assistance Program, administered by State of California Office of Emergency Services.

To date, the Water Agency has submitted Federal Emergency Management Agency grant applications for four projects and is planning to apply for funding of other projects. Of these four grant applications, two have been awarded (Santa Rosa Aqueduct at Rodgers Creek Fault Crossing Project, and Water Transmission System Isolation Valves Replacement Project), and two have been preliminarily awarded (Mark West Creek Crossing and Russian River Crossing).

In June 4, 2013, the Board of Directors of Sonoma Valley County Sanitation District authorized an agreement between the District and GDH, Inc. (Consultant) to perform work related to a Natural Hazard Reliability Assessment (\$225,000). The Hazard Assessment will identify vulnerabilities at the treatment plant and along the collections and disposal systems which will help to protect District facilities from natural hazards and allow it to better respond to natural disasters. The findings identified in the assessment reports can be incorporated into the District's Local Plan.

In order to receive these grant funds, the Water Agency and the District must maintain on file with State of California Office of Emergency Services (1) a current, valid resolution authorizing designated agent(s) to engage with Federal Emergency Management Agency and/or State of California Office of Emergency Services as to all matters pertaining to the applications and (2) updated grant assurances. The assurances and resolution are applicable to any Federal Emergency Management Agency grant application made by the Water Agency or the District, and are effective for three years. The Board adopted the required resolution for the Water Agency in February 2011; pursuant to which the General Manager has made the required grant assurances. The requested action is necessary to restore the Water Agency's eligibility for these grant funds.

Santa Rosa Aqueduct at Rodgers Creek Fault Crossing Project

In 2010, the Federal Emergency Management Agency awarded funds under the Hazard Mitigation Grant Program to the Water Agency for design and construction of the Santa Rosa Aqueduct at Rodgers Creek Fault Crossing Project. Based upon estimated project costs of \$1,827,147, the grant provided \$1,370,360, with a Water Agency share of \$456,787.

During the detailed design of the project, the Water Agency determined that certain design changes were necessary to eliminate seismic vulnerability risk. The improved design further increased the water supply reliability following a major earthquake by eliminating the vulnerable portion of the transmission system. This revised design was implemented and construction contract in the amount of \$3,236,198 was awarded by this Board in September 2012. Construction of the Santa Rosa Aqueduct at Rodgers Creek Fault Crossing Project was completed on October 7, 2013.

The revised design resulted in increased project costs of approximately \$1,400,000. In July 2013, the Water Agency was notified that additional Federal Emergency Management Agency funds might be

available for the project, provided that the Water Agency demonstrated that the project's calculated benefit cost ratio remained greater than 1.0 based on the revised budget. In September 2013 the Water Agency submitted a report detailing the design improvements and demonstrating a benefit cost ratio recalculation of 1.68. The Water Agency also included a request for additional funds, if such funds were to become available.

On June 12, 2014 the Water Agency received a Notification of Approval of Supplemental Funds from the Federal Emergency Management Agency in the amount of \$1,000,000 for the project. These funds will reimburse the Water Agency for part of the increased project costs. When the supplemental funds have been received, the Water Agency can begin the grant close-out process with State of California Office of Emergency Services.

Isolation Valves Replacement Project

In 2009, the Water Agency submitted an application for funding of the Isolation Valves Replacement Project (Project). The Project will install 20 isolation valves throughout more than 83 miles of the water transmission system to reduce the risk of adverse impacts of pipeline failure/rupture due to ground shaking, fault rupture, liquefaction, and lateral spread caused by seismic events. Valves will be installed at locations that would increase the Water Agency's operational capability to restore a reliable water supply, minimize risk to life and property, maximize the number of residents who retain service, and prevent water quality impairment that could likely result from a transmission pipeline failure immediately following a major seismic event. The estimated project cost is \$2,573,575. The grant will fund 75% of projected design and construction costs (\$1,930,181) and the Water Agency will be required to cover the remaining 25% (\$643,394).

By letter dated June 18, 2014, the Federal Emergency Management Agency approved the Water Agency's Isolation Valves Replacement Project application in the amount of \$1,930,181. These funds will be granted to the Water Agency as a sub grant from State of California Office of Emergency Services.

Sonoma Valley County Sanitation District Local Hazard Mitigation Plan Development

In July 2013, the District filed a Notice of Interest with the California Office of Emergency Services, indicating that it would like to be considered for funding to prepare a single jurisdiction Local Hazard Mitigation Plan. California Office of Emergency Services deemed the request eligible for Federal Emergency Management Agency funding, and the District was asked to submit a formal grant application in September 2013. By letter dated May 8, 2014, Federal Emergency Management Agency approved the District's application to fund the Local Hazard Mitigation Plan development in the amount of \$75,000. These funds will be granted to the District as a sub grant from State of California Office of Emergency Services.

Compliance with Grant Provisions

Unlike other federal and state grant agencies, State of California Office of Emergency Services does not execute formal funding agreements with the Water Agency or the District. Instead, the funds are administered under terms enumerated through letter by Federal Emergency Management Agency. These terms include, but are not limited to, prevailing wages, compliance with federal, state and local laws, disadvantaged business enterprise contracting and reporting, quarterly narrative and financial reporting, and invoicing. Execution of the associated assurances to State of California Office of

Emergency Services constitutes the agreement between State of California Office of Emergency Services and the Water Agency or District. Copies of the funding obligations packages (which includes Federal Emergency Management Agency's letter and assurances) are on file with the Clerk of the Board.

Prior Board Actions:

06/04/13 District Board Action to execute consulting agreement (\$225,000) to prepare a Natural Hazard Reliability Assessment for the Sonoma Valley Treatment Plant facilities.

12/11/12 Resolution No. 12-0572 Adopting the Water Agency's Local Hazard Mitigation Plan 2012 Update.

09/25/12 Board Actions to execute construction contract (\$3,236,198) for construction of Santa Rosa Aqueduct Seismic Hazard Mitigation (Rodgers Creek Fault Crossing Project).

02/15/11 Resolution No. 11-0063 Approving Grant Applications to Federal Emergency Management Agency, and identifying the General Manager or his designee as the Duly Authorized Representative to Receive Grant Funds, Provide Assurances and Execute Related Agreements and Amendments.

01/08/08 Resolution No. 08-0015 Adopting the Water Agency's Local Hazard Mitigation Plan

Strategic Plan Alignment Goal 3: Invest in the Future

This project will invest in our water transmission infrastructure to ensure continued delivery of safe drinking water in the event of a natural disaster.

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

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 1,895,000	Water Agency Gen Fund	\$ 0
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$	Isolation Valve Project	820,000
	\$	Santa Rosa Aqueduct Project	\$ 1,000,000
		SVCS Local Plan	75,000
Total Expenditure	\$ 1,895,000	Total Sources	\$ 1,895,000

Narrative Explanation of Fiscal Impacts (If Required):

Funding is from the Water Transmission Common Facilities Fund. The Santa Rosa Aqueduct Project is completed. Total costs for the Sonoma Valley County Sanitation District Local Plan are expected to be \$100,000 with total offsetting revenue of \$75,000. Total estimated costs for the Isolation Valves Project are estimated to be \$3,667,740 with total offsetting grant revenue of \$1,930,181.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution			
Related Items “On File” with the Clerk of the Board:			
<ol style="list-style-type: none"> 1. Notification of Approval of Supplemental Funds (Santa Rosa Aqueduct Project) 2. Funding Obligation Package (Isolation Valve Project) 3. Notification of Application Approval (Sonoma Valley CSD Local Hazard Mitigation Plan) 			

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CF/70-712-20 California Office of Emergency Services (Grant Agree for Local Hazard Mitigation Plan) FP-00049 (ID 4832)

Date: October 21, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Concurrent Resolution Of The Boards Of Directors Of The Sonoma County Water Agency (Water Agency) and the Sonoma Valley County Sanitation District (District), State Of California, Identifying the General Manager, and by delegation from the General Manager, the Chief Engineer or Assistant General Manager, as Duly Authorized Representatives of the Water Agency and the District to Receive Specified Grant Funding, to Provide the Assurances and Agreements Required by the Funding Agencies, and to Execute Any Amendments to Such Assurances or Agreements, Provided the Amendments Have No Cost to the Water Agency or District and Do Not Substantially Change the Scope of Work, Following Review and Approval by County Counsel as to Form.

Whereas, in 2012, the Sonoma County Water Agency (Water Agency) prepared a Local Hazard Mitigation Plan (LHMP) Update to its 2008 LHMP to ensure that it could provide an uninterrupted supply of clean drinking water and water for fire protection to minimize the potential for loss of life and property damage following a major natural disaster; and

Whereas, on December 11, 2012, the Board of Directors of the Water Agency formally adopted the 2012 LHMP Update; and

Whereas, on August 8, 2013, the Federal Emergency Management Agency approved the Water Agency 2012 LHMP Update; and

Whereas, an LHMP approved by the Federal Emergency Management Agency is a pre-requisite for Federal Emergency Management Agency and other sources of funding; and

Whereas, the LHMP identifies various projects as having the greatest importance to the community served by the Water Agency; and

Whereas, the Federal Emergency Management Agency and the State of California Office of Emergency Services require certain assurances to be made by applicants for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance; and

Whereas, Federal Emergency Management Agency supplemental funds have been awarded in the amount of \$1,000,000 for the Water Agency's Santa Rosa Aqueduct Seismic Mitigation Project; and

Whereas, Federal Emergency Management Agency funds have also been awarded in the amount of \$1,930,181 for the Water Agency's Isolation Valve Replacement Project; and

Whereas, Federal Emergency Management Agency funds have been awarded in the amount of \$75,000 for development of the District's Local Hazard Mitigation Plan; and

Whereas, the Water Agency and District may apply for Federal Emergency Management Agency grant funds in the future for various other projects contained their respective LHMPs; and

Whereas, applicants for Federal Emergency Management Agency grant funding and/or California State disaster assistance funding are required to designate an authorized agent to engage with Federal Emergency Management Agency and/or State of California Office of Emergency Services as to all matters pertaining to such applications.

Now, Therefore, Be It Resolved that Boards of Directors of the Sonoma County Water Agency and Sonoma Valley County Sanitation District find, determine, agree and order as follows:

1. All of the above recitals are true and correct.
2. The General Manager, and by delegation from the General Manager, the Chief Engineer or Assistant General Manager, are hereby designated as Duly Authorized Representatives of the Water Agency and District to execute one or more grant applications with State of California Office of Emergency Services and/or Federal Emergency Management Agency for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance, and to engage with the funding agencies as to all matters pertaining to such applications, and to receive such grant funding, provide the assurances and agreements required by the funding agencies, and execute any amendments to such assurances or agreements, provided the amendments have no cost to the Water Agency or District and do not substantially change the scope of work, following review and approval of County Counsel as to form.

Resolution #
Date: October 21, 2014
Page 3

Directors:

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

So Ordered.

Sonoma Valley County Sanitation District Directors:

Rouse: Gorin: 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: Board of Directors, Sonoma Valley County Sanitation District

Board Agenda Date: October 21, 2014

Vote Requirement: 2/3 - SVCSD

Department or Agency Name(s): Sonoma Valley County Sanitation District

Staff Name and Phone Number:

Kevin Booker / 521-1865
Kevin Campbell / 547-1921

Supervisorial District(s):

First

Title: Proposition 84 Round 2 Grant

Recommended Actions:

1. Authorize the Sonoma Valley County Sanitation District's General Manager, or his designee, to execute a Local Project Sponsor Agreement with Association of Bay Area Governments for the receipt of Proposition 84 Integrated Regional Water Management grant funds in the amount of \$1,020,000 for the North Bay Water Reuse Program – Sonoma Valley County Sanitation District 5th Street East/McGill Road Recycled Water Project; prepare the necessary data, conduct investigations, execute and submit all documents which may be necessary under the grant program; execute and submit any further agreements and amendments necessary under the grant program, provided they have no cost to the Sonoma Valley County Sanitation District and do not substantially change the project;
2. Authorize the Water Agency staff to negotiate the acquisition of easements on behalf of the Sonoma Valley County Sanitation District as required for construction of the 5th Street East Recycled Water Project, for the appraised value of the property rights;
3. Authorize the General Manager to offer to reimburse property owners up to \$5,000 in cost for an independent appraisal of property rights and to reimburse the property owners reasonable cost upon receipt of the copy of the contracted appraisal in accordance with Code of Civil Procedure Section 1263.025;
4. Authorize the General Manager to execute agreements to acquire the Property Rights on behalf of the District; to execute certificates of acceptance on behalf of the District; and to execute such other documents and take such other actions as are necessary to close the purchase transactions.

Executive Summary:

This item requests authorization for the General Manager to execute a Local Project Sponsor Agreement with the Association of Bay Area Governments for the receipt of Proposition 84 Integrated Regional Water Management grant funds in the amount of \$1,020,000 for the North Bay Water Reuse Program – Sonoma Valley County Sanitation District (District) 5th Street East/McGill Road Recycled Water Project

and take actions necessary to carry out the project and implement the grant agreement. It also requests that the District Board authorize the General Manager to take actions necessary to negotiate and acquire easements required to complete the construction project on behalf of the District.

HISTORY OF ITEM/BACKGROUND

Proposition 84 Integrated Regional Water Management Grant Program, administered by the California Department of Water Resources, provides funding for projects that assist local public agencies meet long term water needs of the state including the delivery of safe drinking water and the protection of water quality and the environment.

The Bay Area Integrated Regional Water Management Plan (Bay Area Plan) is a nine-county effort to coordinate and improve water supply reliability and protect water quality in the Bay Area. The Bay Area Plan was adopted by the Board of Directors on December 13, 2006. The 2013 updated Bay Area Plan was adopted by the Board on April 22, 2014 (Resolution No. 14-0155). The proposed project is included in that Plan.

In November 2012, the Department of Water Resources issued a solicitation for projects under the Integrated Regional Water Management Grant Program. The District submitted an application for the 5th Street East/McGill Road Recycled Water Project (Project) for inclusion in the Bay Area's regional application. In February 2014, the Department of Water Resources awarded \$20,000,000 to the Bay Area Plan and named the Association of Bay Area Governments as lead agency. The Bay Area Plan included 19 sub-recipients, with individual grant amounts ranging from \$500,000 to \$2,700,000. The District will receive \$1,020,000 in grant funds. In July 2014, the Department of Water Resources and the Association of Bay Area Governments executed a grant agreement, allowing the sub-recipient agreements to be prepared for execution.

The Project is comprised of two components located in Sonoma Valley. One component, shown in Attachment A-1, is the 5th Street East Recycled Water Pipeline which includes construction of a pipeline from the existing Watmaugh line, north, terminating at Sonoma Valley High School in the City of Sonoma. The pipeline will provide recycled water to replace the current potable water used for landscape irrigation and irrigation of athletic fields. The District is also reaching out to agricultural property owners to encourage them to connect to the new pipeline. The Project will offset approximately 50 – 60 acre-feet of potable water annually.

The McGill Road Recycled Water Pipeline, shown in Attachment A-2, involves construction of a pipeline from the existing Watmaugh recycled water pipeline, west across Highway 12 to serve agriculture needs. The Project will supply over 150 acre-feet of recycled water for agricultural users annually. The McGill portion of the project has also been awarded an \$87,500 grant from the U.S. Bureau of Reclamation's WaterSMART grant program for the construction of the Project.

These new recycled water pipelines will provide multiple benefits by offsetting potable water currently used for landscape irrigation, offsetting groundwater and surface water diversions used for agricultural purposes, reducing reliance on local surface water and groundwater supplies, reducing the amount of treated effluent releases to North San Pablo Bay and its tributaries, and leaving flows in the creeks and streams for fisheries by not diverting surface flows and pumping groundwater.

Design and construction of the Project is estimated to cost \$3,514,000. The \$1,107,500 in grant funds will assist in offsetting these costs.

ACQUISITION OF PROPERTY RIGHTS REQUIRED FOR THE PROJECT

In order to construct the Project, the District must obtain property rights to facilitate access, construction, operation, and maintenance of the Project on and through privately owned property. These rights include permanent easements. Water Agency staff has appraised the value for just compensation for the property rights required for the Project at \$3,000, and has prepared a draft Easement Agreement (on file with the Clerk) that are required to construct the project. In addition, under Code of Civil Procedure Section 263.025: The District must offer to reimburse each property owner up to \$5,000 for an independent appraisal of the property rights needed by the District. As there are two affected owners, the total for the property rights including reimbursement for independent appraisals is \$13,000.

The majority of the Project will take place within publicly owned streets; however, there are three areas within the project that are privately owned properties. Two areas are located in a portion of Denmark Street that is owned by Michael and Mercedes Kiser (APN 128-151-010) and a portion of Denmark Street that is owned by Jeffery and Kerry Kong (APN 128-151-003). The easement areas to be acquired by the District are located entirely within the existing improved portions of Denmark Street. In addition to the above outlined properties, the Project will take place on portions of Watmaugh Road, 5th Street East, and Denmark Street with unknown ownership, meaning that title to the underlying land at these portions of the streets is indeterminate. That will require the District to return to this Board for a Hearing of Necessity, which will allow the District to ask the Superior Court to grant the necessary property rights to the District to allow the project to move forward.

CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE

The District, as the lead California Environmental Quality Act Agency, prepared an Environmental Impact Report for the Sonoma Valley Recycled Water Project which included the 5th Street East Recycled Water Project. On December 12, 2006 the Board of Directors certified the Environmental Impact Report and made certain finding in connection therewith. During the design phase, a portion of pipeline to be located within Denmark Street was added to the Project that was not included in the certified Environmental Impact Report. Following additional environmental review, District staff determined that major revision to the Environmental Impact Report prepared for the Project was not required. Staff findings are documented in an Addendum to the Final Environmental Impact Report. The addendum indicates that the additional pipeline route is not a substantial change in the Sonoma Valley Recycled Water Project. The findings in the addendum further indicate that there was no involvement of new significant effects or a substantial increase in the severity of previously identified significant effects. There is also no new information of substantial importance showing new or more severe significant effects or new or different mitigation measures or alternatives.

Prior Board Actions:

04/22/14 Resolution No. 14-0155 authorizing the filing of a notice of exemption and adopting the 2013 updated Bay Area Integrated Regional Water Management Plan.

12/13/06 Resolution No. 06-1093 authorizing the filing of a notice of exemption and adopting the 2006

Bay Area Integrated Regional Water Management Plan.

Strategic Plan Alignment Goal 3: Invest in the Future

County Goal 3: Invest in the Future: Invest in Infrastructure, systems, etc., to save money in the long-term.

Provide a reliable water supply for agricultural and urban needs in Sonoma County while offsetting potable water use.

Water Agency Organizational Goals and Strategies, Goal 2: Responsibly manage Water Agency finances.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 497,464	Water Agency Gen Fund	\$
Add Appropriations Req'd.	\$ 40,264	State/Federal	\$ 537,728
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 537,728	Total Sources	\$ 537,728

Narrative Explanation of Fiscal Impacts (If Required):

Funding is from the Sonoma Valley County Sanitation District – Expansion Construction fund. FY2012/2013 and FY2013/2014 expenditures were \$426,030. An FY2014/2015 appropriation of \$40,264 will be included in the first quarter FY14/15 Consolidated Budget Adjustment. An FY2015/2016 appropriation of \$2,510,000 for additional expenditures and \$569,772 in grant revenue will be budgeted in that fiscal year. Total project costs are estimated at \$3,514,000 with total offsetting grant revenue of \$1,107,500.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

- Map of 5th Street East project A-1
- Map of McGill Road project A-2

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

- 1) Grant Agreement (1 copy)
- 2) Draft Easement Agreement (1 copy)
- 3) Draft Purchase Agreement (1 copy)
- 4) Draft EIR Amendment (1 copy)

RW\\FILESERVER\DATA\CL\AGENDA\AGREES\10-21-2014 WA PROPOSITION
84 ROUND 2 GRANT _SUMM.

CF/71-712-16 DEPARTMENT OF WATER RESOURCES (DWR) (GRANT AGREE FOR NORTH BAY WATER REUSE
PROGRAM – SVCSD 5TH STREET EAST/MCGILL ROAD RECYCLED WATER PROJECT) FP-00041 (ID 5069)

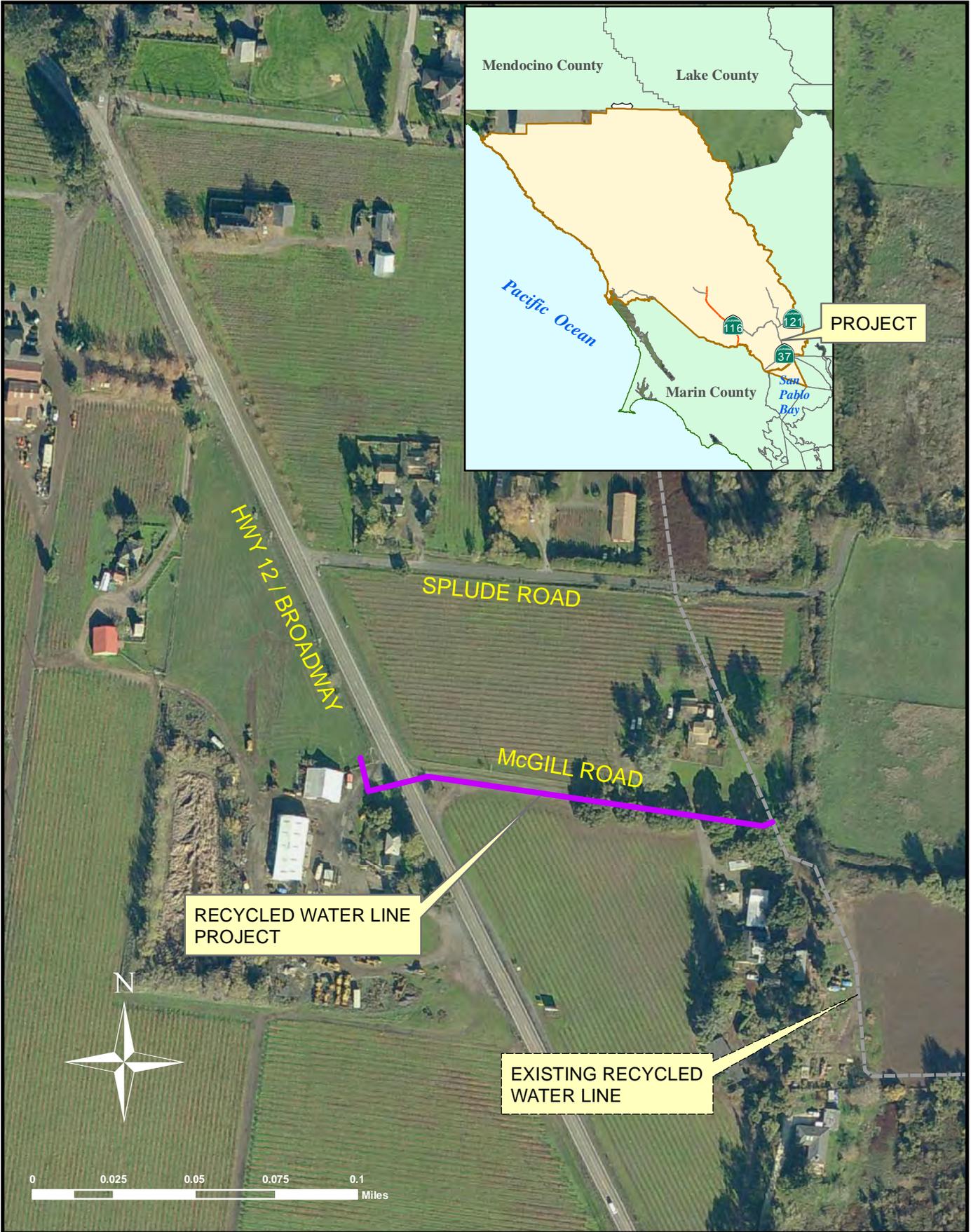
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**SONOMA VALLEY COUNTY SANITATION DISTRICT
RECYCLED WATER PIPELINE
5th ST EAST/DENMARK ST**

**FIGURE
A**

\\sd-data\proj\sanitation\sonoma valley csd\recycled water\7600_McGillRoad-RecycledWater\7600_McGill_GrantMap.mxd



Sonoma Valley County Sanitation District
 Recycled Water Line At McGill Road



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 21, 2014

Vote Requirement: No Vote Required

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

Staff Name and Phone Number:

Jonathan Kadlec: 707- 565-6124

Supervisorial District(s):

5th District

Title: Sale of Property Parcels (043-280-027) and (043-280-028) Located at in Moorland Community for Public Use As Park.

Recommended Actions:

Approval of the Resolution of the Sonoma County Board of Supervisors authorizing the sale of Tax Defaulted Property from ACTTC to the County of Sonoma, such sale to become effective following State review and public notice.

Executive Summary:

The County requests approval from your Board to acquire tax defaulted property in the Moorland community for public use as a park. The property has been identified by the Moorland neighborhood of Southwest Santa Rosa and the City of Santa Rosa as a future neighborhood park. If approved, the property would be sold to the County by the Auditor Controller Treasure Tax Collector (ACTTC) for an amount equal to outstanding tax delinquencies and penalties of \$57,400. A more detailed status of the Moreland area projects will be provided as part of the update on the Community and Local Law Enforcement (Agenda item 55).

Sections 3351 through 3972 (Part 6) of the California Tax Code (Code) describes procedures and processes for governmental agencies to address tax defaulted property and, if necessary, the sale of those properties.

Sections 3691 through 3731.1 (Chapter 7 of Part 6) of the Code describes the process for sale of tax defaulted property. According to Section 3691 the Board of Supervisors of a County may authorize the ACTTC to sell nonresidential commercial property that has been tax defaulted for three or more years.

On July 29, 2014, your Board approved Resolution No. 14-0305 approving ACTTC recommendations to sell on or after October 18, 2014, at Public Auction those tax defaulted properties described as 405 Horizon Way (Assessor's Parcel No. 043-280-028) and 3399 Moorland Avenue (Assessor's Parcel No. 043-280-027) in unincorporated Santa Rosa, Ca.

On August 29, 2014, in accord with authority provided the County under Revenue and Taxation Code Section 3695.4, the County of Sonoma filed with the ACTTC a written objection to the public auction sale, along with an application to purchase the tax-defaulted properties for public use as a future neighborhood park for the Moorland community of southwest Santa Rosa. In response to the objection and application submitted by the County of Sonoma, ACTTC removed the properties from the list of tax-defaulted properties scheduled for sale on October 18, 2014.

Staff now requests that your Board authorize and direct the ACTTC to offer the subject properties to the County of Sonoma for public use for the purchase amount of \$57,400. Board authorization of the sale and County deposit of purchase funds is the first step in the process of taking possession of the properties. The sale of the properties will become 'effective' by operation of law after the following steps are taken:

1. State Controller approval of the sale, followed by;
2. Notice of the sale to interested parties, simultaneous with;
3. Publication of Notice of the sale.
4. The 'effective' date of the sale will be (4) Twenty-one days after the 1st date of publication.

At any time prior to the 'effective' date of the sale any person has the right to redeem outstanding obligations to the ACTTC. Upon redemption of outstanding obligations to ACTTC the current owner will retain ownership of the property.

Staff requests that the Board of Supervisors authorize and direct the ACTTC to offer the subject properties to the County of Sonoma for public use for the purchase amount of \$57,400.00. Staff further requests that the County accept the ACTTC offer, subject to the understanding that the purchase and sale agreement is subject to State approval and redemption rights.

Prior Board Actions:

No prior board action on these properties, but the County has sold property under this Chapter numerous times in the past.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The sale of the property to the County of Sonoma for development as a park will align with the Environmental Stewardship elements of the Strategic Plan by utilizing the properties for public purpose and bring the properties out of tax default status.

Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 57,400		\$ 0
Add Appropriations Req'd.	\$	State/Federal	\$ 57,400
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 57,400	Total Sources	\$ 57,400
Narrative Explanation of Fiscal Impacts (If Required):			
Funding is from the Agricultural Preservation and Open Space District Matching Grant.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment A: Resolution authorizing the ACTTC to sell tax defaulted property to the Regional Parks Department of Sonoma County			
Attachment B: Agreement to purchase tax defaulted property from County of Sonoma.			
Related Items "On File" with the Clerk of the Board:			
None			



County of Sonoma
State of California

Attachment A

Date: October 21, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing the Chairman of the Board, Acting on Behalf of the Auditor Controller Treasurer Tax Collector, to Execute the Agreement to Purchase Tax Defaulted Property with Sonoma County, in Accordance With Division 1, Part 6, Chapter 8 of the California Revenue and Taxation Code.

Whereas, the California Revenue and Taxation code allows qualified public or private, non-profit agencies to acquire tax defaulted land for public benefit; and

Whereas, Sonoma County, after completing the necessary requirements and eligibility criteria, has requested the County of Sonoma, acting on behalf of the Auditor Controller Treasurer Tax Collector, to enter into an agreement to acquire Sonoma County Parcel Numbers 043-280-027 and 043-280-028, which have been tax defaulted since June 30, 2009; and

Whereas, County Counsel has reviewed all procedure and documents, including Notice to Parties of Intent, and further approval by the State Controller’s Office; and

Now, Therefore, Be It Resolved that the Chairman of the Board of Supervisors is hereby authorized to execute the Agreement to Purchase Tax Defaulted Land with Sonoma County, for the purchase of Sonoma County Parcel Numbers 043-280-027 and 043-280-028.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



COUNTY OF SONOMA

Agreement to Purchase Tax-Defaulted Property from County of Sonoma

This Agreement made by and between the Board of Supervisors of Sonoma County, State of California, and the Sonoma County (“PURCHASER”), pursuant to the Provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

The real property situated within said county, hereinafter set forth and described in this agreement, is tax-defaulted and is subject to the power of sale by the tax collector of said county for the nonpayment of taxes, pursuant to provisions of law.

It is mutually agreed as follows:

1. That, as provided by Revenue and Taxation Code Section 3800, the cost of giving notice of this agreement shall be paid by the PURCHASER, and
2. That the PURCHASER agrees to pay the sum of \$57,400.00, plus the cost of sale, for the real property described as follows:

APN 043-280-027: Real Property situated in the Unincorporated Area, County of Sonoma, State of California, described as follows: All that portion of the “Designated Remainder” Map of Parkview Subdivision Unit No. 2, recorded January 10, 1997, Book 558 Maps, Pages 45-48, Sonoma County Records, lying Easterly of Horizon Way as shown on said Map.

APN 043-280-028: Real Property situated in the Unincorporated Area, County of Sonoma, State of California, described as follows: All that portion of the “Designated Remainder” Map of Parkview Subdivision Unit No. 2, recorded January 10, 1997, Book 558 Maps, Pages 45-48, Sonoma County Records, lying Westerly and Southerly of Horizon Way as shown on said map.

within 14 days after the date this agreement becomes effective. Upon payment of said sum to the Tax Collector, the Tax Collector shall execute and deliver a deed conveying title to said property to PURCHASER.

3. That the PURCHASER agrees to use the parcel(s) for public purpose under the following intent:
Parks, open space, and public assembly.

4. That, if said purchaser is a taxing agency as defined in Revenue and Taxation Code Section 121 or any other agency that receives its revenue share under the provisions of Division 1, Part 8, Chapter 3 of the Revenue and Taxation Code, it will not share in the distribution of the payment required by the Agreement as defined by Sections 3791 and 3720 of the Revenue and Taxation Code.

If all or any portion of any individual parcel described in this agreement is redeemed prior to the effective date of this agreement, this agreement shall be null and void as to that individual parcel.

The undersigned hereby agree to the terms and conditions of this agreement and are duly authorized to sign for said agencies:

Executed this _____ day of _____, 2014.

ATTEST:

(Purchaser)

By _____

ATTEST: BOARD OF SUPERVISORS

Clerk of the Board of Supervisors

By _____ COUNTY

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code, the Controller agrees to the selling price hereinbefore set forth and, pursuant to the provisions of Section 3795, approves the foregoing agreement this _____ day of _____, 2014.

JOHN CHIANG, CALIFORNIA STATE CONTROLLER

By _____



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Board of Supervisors 565-2241

Supervisorial District(s):

Title: Board of Supervisors Calendar Revisions of Meetings for 2014

Recommended Actions:

Approve the County of Sonoma Board of Supervisors updated calendar of meetings for the year 2014 to include October 28, 2014 and November 4, 2014.

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	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

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:

Board of Supervisors 2014 Revised meeting calendar

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

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County of Sonoma Board of Supervisors 2014 Revised Meeting Calendar

January 2014						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 New Year's Holiday	2	3	4
5	6	7 8:30 a.m. Board Meeting	8	9	10	11
12	13	14 8:30 a.m. Board Meeting	15	16	17	18
19	20 Martin Luther King Jr. Holiday	21 No Meeting Board Strategic Planning Retreat	22	23	24 State of the County	25
26	27	28 8:30 a.m. Board Meeting	29	30	31	

County of Sonoma Board of Supervisors 2014 Revised Meeting Calendar

February 2014						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 8:30 a.m. Board Meeting	5	6	7	8
9	10	11 8:30 a.m. Board Meeting	12 Lincoln's Birthday Holiday	13	14	15
16	17 President's Day Holiday	18 No Meeting	19	20	21	22
23	24	25 8:30 a.m. Board Meeting	26	27	28	

County of Sonoma Board of Supervisors 2014 Revised Meeting Calendar

March 2014						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 No Meeting	5	6	7	8
9	10	11 8:30 a.m. Board Meeting	12	13	14	15
16	17	18 8:30 a.m. Board Meeting	19	20	21	22
23	24	25 8:30 a.m. Board Meeting	26	27	28	29
30	31					

County of Sonoma Board of Supervisors 2014 Revised Meeting Calendar

April 2014						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		No Meeting	2	3	4	5
6	7 1	8 8:30 a.m. Board Meeting	9	10	11	12
13	14	15 8:30 a.m. Board Meeting	16	17	18	19
20	21	22 8:30 a.m. Board Meeting	23	24	25	26
27	28	29 No Meeting	30			

County of Sonoma Board of Supervisors 2014 Revised Meeting Calendar

May 2014						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6 8:30 a.m. Board Meeting	7	8	9	10
11	12	13 8:30 a.m. Board Meeting	14	15	16	17
18	19	20 8:30 a.m. Board Meeting	21	22	23	24
25	26 Memorial Day Holiday	27 No Meeting	28	29	30	31

County of Sonoma Board of Supervisors 2014 Revised Meeting Calendar

June 2014						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 <i>No Meeting</i>	4	5	6	7
8	9	10 <i>8:30 a.m. Board Meeting</i>	11	12	13	14
15	16 <i>Budget Hearings</i>	17 <i>8:30 a.m. Board Meeting</i> <i>Budget Hearings</i>	18 <i>Budget Hearings</i>	19 <i>Budget Hearings</i>	20 <i>Budget Hearings</i>	21
22	23 <i>Budget Hearings</i>	24 <i>8:30 a.m. Board Meeting</i> <i>Budget Hearings</i>	25 <i>Budget Hearings</i>	26 <i>Budget Hearings</i>	27 <i>Budget Hearings</i>	28
29	30					

County of Sonoma Board of Supervisors 2014 Revised Meeting Calendar

July 2014						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		No Meeting	2	3	4 Independence Day Holiday	5
6	7 1	No Meeting	9	10	11	12
13	14	No Meeting	16	17	18	19
20	21	8:30 a.m. Board Meeting	23	24	25	26
27	28	8:30 a.m. Board Meeting	30	31		

County of Sonoma Board of Supervisors 2014 Revised Meeting Calendar

August 2014						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						2
3	4	5 8:30 a.m. Board Meeting	6	7	8	9
10	11	12 8:30 a.m. Board Meeting	13	14	15	16
17	18	19 8:30 a.m. Board Meeting	20	21	22	23
24	25	26 No Meeting	27	28	29	30
31	1					

County of Sonoma Board of Supervisors 2014 Revised Meeting Calendar

September 2014						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Labor Day Holiday	2 No Meeting	3	4	5	6
7	8	9 8:30 a.m. Board Meeting	10	11	12	13
14	15	16 8:30 a.m. Board Meeting	17	18	19	20
21	22	23 8:30 a.m. Board Meeting	24	25	26	27
28	29	30 1 P.M. Board Meeting - PM ONLY				

County of Sonoma Board of Supervisors 2014 Revised Meeting Calendar

October 2014						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7 8:30 a.m. Board Meeting	8	9	10	11
12	13	14 8:30 a.m. Board Meeting	15	16	17	18
19	20	21 8:30 a.m. Board Meeting	22	23	24	25
26	27	28 8:30 a.m. Board Meeting	29	30	31	

County of Sonoma Board of Supervisors 2014 Revised Meeting Calendar

November 2014						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 8:30 a.m. Board Meeting	5	6	7	8
9	10	11 No Meeting Veterans' Day Holiday	12	13	14 1 P.M. Board Meeting - PM ONLY	15
16	17	18 No Meeting	19	20	21	22
23	24 8:30 a.m. Board Meeting	25 8:30 a.m. Board Meeting	26	27 Thanksgiving Day Holiday	28 Thanksgiving Day Holiday	29
30						

County of Sonoma Board of Supervisors 2014 Revised Meeting Calendar

December 2014						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 8:30 a.m. Board Meeting	3	4	5	6
7	8	9 8:30 a.m. Board Meeting	10	11	12	13
14	15	16 No Meeting	17	18	19	20
21	22	23 No Meeting	24	25 Christmas Day Holiday	26	27
28	29	30 No Meeting	31			



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): County Administrator

Staff Name and Phone Number:

Julie S. Paik, x3783

Supervisorial District(s):

Title: Administrative MOU with Sonoma County Employees Retirement Association

Recommended Actions:

Authorize the County Administrator to execute a Memorandum of Understanding with the Sonoma County Employees Retirement Association to provide for studies to be performed by the Association's actuaries with an annual maximum County cost of \$40,000.

Executive Summary:

While the Sonoma County Employees Retirement Association employs an actuary to prepare annual reviews and valuations for its pension, system, there is not a current mechanism for the County, as the primary employers sponsor of the pension plan, to request and receive actuarial studies based upon county employee and retiree data to model the effects of elements of the plan on retirement costs or other analysis.

In 2013, the Pension Reform Act was passed to curb the increasing costs of employee pensions. The Act provided for many changes, including new pension tiers, pension caps and cost sharing of employer contributions for new County employees and current employees subject to negotiations. The County and bargaining units agreed to create a new pension tier for new County employees. Currently, the County now seeks to compare and estimate the potential costs savings associated with replacing members in the legacy tiers with members in the new retirement tiers. The County also requests the preparation of new projections to include a 50:50 negotiated sharing of the total normal costs for the legacy members. The anticipated cost for this actuarial work is between \$20,000 - \$27,000.

Second, the County needs an actuarial study to compare two options that may be considered by SCERA if the County decides to accelerate its contributions toward their Unfunded Actuarial Accrued Liability (UAAL). Two approaches exist—to use additional UAAL contributions immediately to reduce the County's UAAL amount and associated contribution rate in the next actuarial valuation OR to maintain the additional UAAL amounts in an investment account to be used as a future investment income to shorten the County's amortization period otherwise required to pay of the UAAL. This study would

project the difference between the two approaches. The anticipated cost for this actuarial work is between \$5,000 and \$7,000 which would be split equally between SCERA and the County.

Prior Board Actions:

Strategic Plan Alignment Goal 3: Invest in the Future

This MOU will help ensure the long-term fiscal health of the County organization and control pension costs going-forward.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 40,000	County General Fund	\$ 40,000
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 40,000	Total Sources	\$ 40,000

Narrative Explanation of Fiscal Impacts (If Required):

The costs for these services are covered in the Non-Departmental budget for the purposes of studying and maintaining employee benefits.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

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

MOU with SCERA



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): Fire & Emergency Services

Staff Name and Phone Number:

Christopher Helgren / 565-1152

Supervisorial District(s):

All

Title: Extension of Proclamation of Local Emergency Due to Earthquake Damage

Recommended Actions:

Adopt a 30-Day extension of the Resolution proclaiming a local state of emergency in the Sonoma County Operational Area due damage arising from the August 24, 2014, South Napa Earthquake.

Executive Summary:

This item requests the Board of Supervisors to adopt a 30-Day extension the resolution proclaiming a local emergency in Sonoma County Operational Area due damages arising from the August 24, 2014, South Napa Earthquake.

Background:

The Board adopted a resolution ratifying the proclamation of the of Existence of Local Emergency in Sonoma County Operational Area due to damage arising from the August 24, 2014, South Napa Earthquake at a special Board meeting on Thursday, September 4, 2014. The ratification of the Proclamation may make available County/Operational Area residents and business owners state and federal emergency funding when it becomes available. The first 30 Day extension was approved by the Board on September 23, 2014 .

Governor Jerry Brown has directed state officials to work with local governments to assess damages. The current estimate of private damage to businesses and residences in Sonoma County Operational Area is \$5.5 million. These damages were assessed by visits to numerous residences and businesses conducted by inspectors from local, state and federal agencies since Sunday, August 31, 2014. Damages remain restricted primarily to the Sonoma Valley area. This figure includes both real and personal property reports made to the County.

The County has asked Sonoma County residents and business owners to report all incidences of structural real property damage, as well as any incidents of personal property damage that exceed \$1,000, by leaving a message at 707-565-3856. The line has been monitored regularly by staff, and reports of structural damage have been followed up with an inspection by the Permit and Resource Management

Department. We are continuing efforts to request and identify damages caused by the earthquake.

As in prior emergencies, the resolution included a waiver of County permitting fees for the repair of earthquake damage in order to assist with timely recovery from the earthquake. The waiver is in place for permits initiated by December 31, 2014. Budgetary adjustments associated with any waived permit fees will be included in future quarterly consolidated budget adjustments.

On September 2, 2014, the Governor requested a Presidential Major Disaster Declaration, and issued an Executive Order making available California Disaster Assistance Act funding and other financial relief. Staff has solicited to all jurisdictions in the Operational Area for public damage and have not received any reports of eligible damages. On September 11, 2014, President Obama declared a Major Disaster for Napa and Solano counties, providing assistance for emergency work and public infrastructure repairs. Sonoma County, which suffered minimal public damages, was not included. Cal OES has provided FEMA with more information to bolster the case to offer individual assistance, and hope to have a decision soon regarding this important component of the recovery process.

The Director of Fire and Emergency Services (FES) recommends that the Board adopt a 30-Day extension of the proclamation of a local emergency due to earthquake damage. The proclamation extending the existence of a local emergency will enable the County to receive any eligible disaster related assistance from the State and Federal governments should it become available. State and Federal emergency relief funding may become available to residents and businesses that have experienced loss or damage due to the earthquake, should Individual Assistance be ordered by the President.

Prior Board Actions:

09/23/2014: 30 Day extension of proclamation.
 09/04/2014: Proclamation of a local emergency due to earthquake damage.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The recommended action supports making any and all state and federal resources available to Sonoma County residents and businesses that have experienced property damage or loss due to the South Napa Earthquake.

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-
	\$		\$
Total Expenditure	\$ -0-	Total Sources	\$ -0-

Narrative Explanation of Fiscal Impacts (If Required):

No specific budget action is requested through 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):			
None.			
Attachments:			
Resolution Adopting a 30-Day Extension of Proclamation of Local Emergency (Att1)			
Related Items “On File” with the Clerk of the Board:			
None.			

Ext Earthquake Emergency_summ.docx



County of Sonoma

State of California

Date: October 21, 2014

Item Number: _____

Resolution Number: _____

Santa Rosa, CA 95403

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Extending A Proclamation Of The Existence Of A Local Emergency In The Sonoma County Operational Area Due To The 2014 South Napa Earthquake.

Whereas, California Government Code section 8630 and the Sonoma County Code section 10.5, empower the County Administrator to proclaim the existence of a local emergency when Sonoma County is affected or likely to be affected by a public calamity; and

Whereas, conditions of extreme peril to the safety of persons and property have arisen within Sonoma County as of August 24, 2014, at 3:20 a.m. due to an earthquake, referred to as the 2014 South Napa Earthquake; and

Whereas, the Board of Supervisors finds that the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency; and

Whereas, on August 24, 2014, the Governor of the State of California proclaimed a State of Emergency for the State of California due to the South Napa Earthquake affecting Napa, Solano and Sonoma Counties; and

WHEREAS, on August 30, 2014, the County Administrator proclaimed that a local emergency has existed in the Sonoma County Operational Area since August 24, 2014, due to the 2014 South Napa Earthquake, after conferring with one or more members of the Board of Supervisors, including the Chairman; and

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

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

NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED, that the Proclamation of Existence of a Local Emergency, as issued by the County Administrator on August 30, 2014, and

ratified by the Board of Supervisors on September 4, 2014, is hereby extended by the Board of Supervisors; and

IT IS FURTHER PROCLAIMED AND ORDERED, that during the existence of this local emergency, the powers, functions and duties of the County Administrator and the emergency management organization of the Sonoma County Operational Area shall be those prescribed by Federal law; State law; by ordinances, resolutions and the Code of the County of Sonoma; and by the Sonoma County/Operational Area Emergency Operations Plan approved by the Board of Supervisors; and

IT IS REQUESTED that the Governor of the State of California waive regulations that may hinder response and recovery efforts; and continue to seek all available forms of Federal disaster assistance and relief programs, to include a Presidential Major Disaster Declaration; and

IT IS FURTHER PROCLAIMED AND ORDERED, pursuant to Government Code section 8630, the Board of Supervisors shall review the need for continuing this local emergency at least once every thirty days until the Board of Supervisors terminates the local emergency; and

IT IS FURTHER PROCLAIMED AND ORDERED that a copy of this proclamation be forwarded to the State Director of the Office of Emergency Services and all State and Federal legislators representing the County of Sonoma.

Supervisors:

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: 18
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Teryl Phillips 565-2143

Supervisorial District(s):

District 5

Title: West County Health Centers License for Trailer Storage

Recommended Actions:

1. Authorize the General Services Director to execute a Revocable License Agreement with West County Health Centers, Inc. for the use of a portion of the Occidental Community Center parking lot located at 3920 Bohemian Highway to accommodate storage of an emergency supplies trailer for a term of five (5) years;
2. Find that 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:

Background. Since 1976, West County Health Centers, Inc. ("WCHC") and its predecessor agency, the Occidental Area Health Center, has leased a County-owned building located at 3802 Main Street in the unincorporated town of Occidental on a rent free basis, for the purpose of operating a medical center. WCHC provides primary medical care services spanning a broad range of routine and preventative treatments, and serves a broad spectrum of patients, including many low income residents of Sonoma County. Under the terms of its County lease, WCHC provides all services without discrimination and without regard to a patient's ability to pay for services rendered.

In 2010, WCHC entered into a Transfer of Property Agreement with the County Fire and Emergency Services Department, providing for a Homeland Security Grant and transfer of an emergency response trailer to WCHC. The agreement specifies that agencies receiving grant equipment agree to provide mutual aid assistance in the event of an incident within Sonoma County. It also assigned responsibility for maintenance, operation and management of the trailer to WCHC.

The grant-funded trailer was delivered to the County in September 2014. In order to facilitate the storage of the trailer as per grant mandates, Board approval of a Revocable License Agreement is now needed to allow WCHC to store the trailer at the County-owned Occidental Community Center site

located at 3920 Bohemian Highway. The Occidental Community Center is currently managed by the Regional Parks Department, and Regional Parks' staff have indicated support for the proposed License.

License Agreement. The proposed License with WCHC would allow WCHC to utilize a portion of the parking lot at the Occidental Community Center for storage of emergency supplies within a trailer, and includes the following key terms and provisions:

1. An initial term of five (5) years, commencing upon Board authorization permitting the General Services Director to execute the agreement.
2. Authorization for the General Services Director to administratively execute one additional term extension not exceeding a period of five (5) additional years.
3. Licensee's use of the County property is limited to storage of a trailer containing emergency supplies within an area of the parking lot consisting of approximately 270 s.f., along with non-exclusive access over the driveway areas to accommodate transport.
4. In consideration of Licensee's non-profit status and its provision of community health care services, no monetary rental will be paid by Licensee to County, pursuant to Government Code section 26227.
5. County may terminate the License for any reason upon thirty (30) days written notice to Licensee.

Procedural Authority. 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 during the term of the agreement. 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 to execute the License on behalf of the County.

Prior Board Actions:

None
Transfer of Property Agreement between the County of Sonoma Fire & Emergences Services Department and the West County Health Centers, Inc.
No Prior Board Actions

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

The License will enable West County Health Centers to store emergency supplies in a readily accessible location, which will facilitate rapid response to meet the urgent needs of the West County community in the event of a localized or County-wide emergency.

Fiscal Summary - FY 14-15

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

Narrative Explanation of Fiscal Impacts (If Required):

No new fiscal impacts to the County are anticipated as a result of the License.

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:

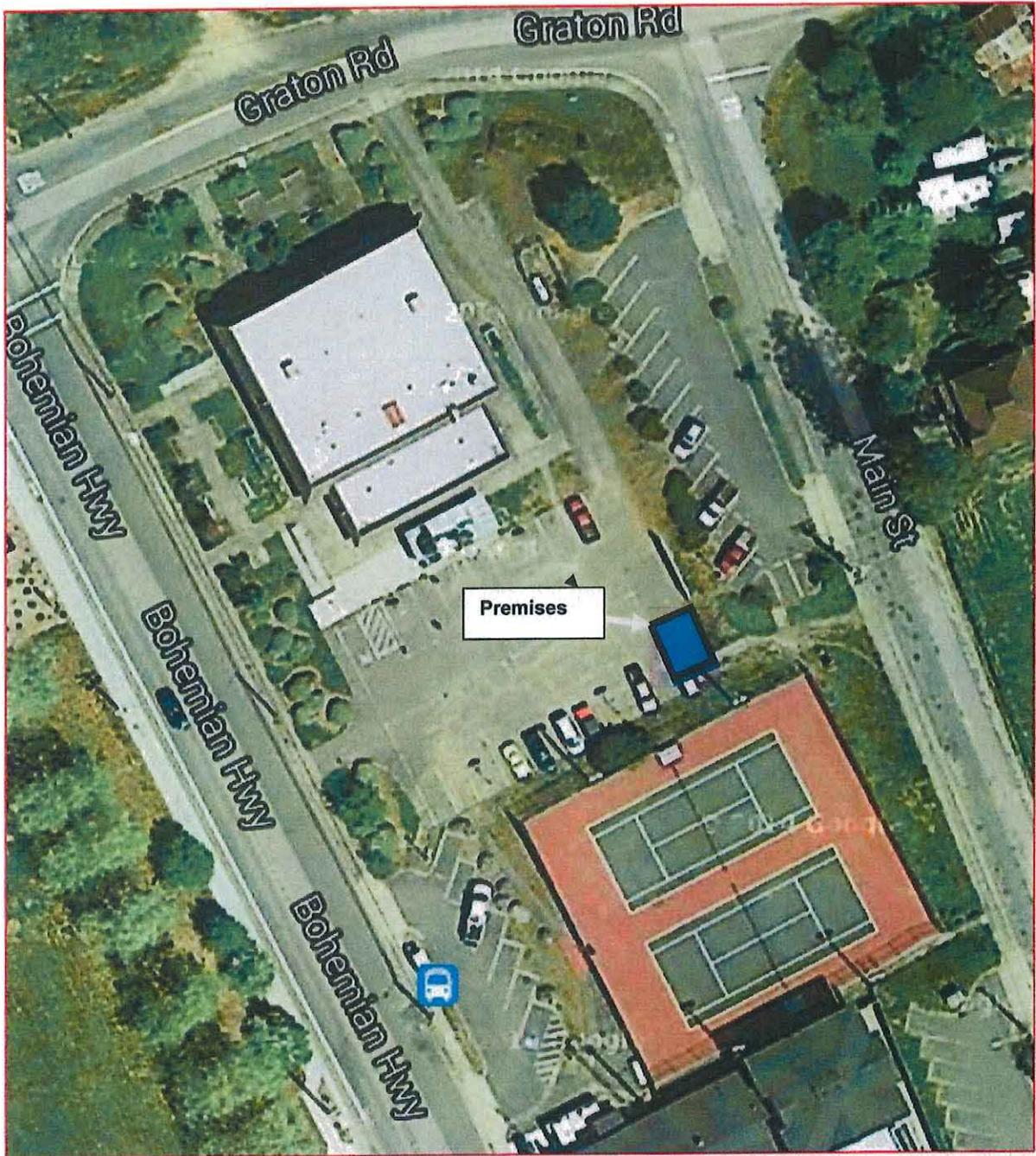
Site Map

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

Revocable License Agreement with West County Health Centers, Inc.

Exhibit A

Premises





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 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Marc McDonald: 707-565-3468

Supervisorial District(s):

All

Title: Amendments to Chapter 2 of the County Code, Leasing and Licensing of County Property

Recommended Actions:

Adopt a Resolution of The Board of Supervisors of The County of Sonoma, State of California, reading the title, and waiving further reading of, and introduce for adoption, an ordinance of the County of Sonoma amending Article XVII of Chapter 2 of the County Code to re-authorize and expand delegation of authority for Department Heads to execute certain leases and licenses valued at less than \$10,000/month and for a term of up to 10 years. Such leases are excluded from bidding requirements and may convey interest to other public agencies for up to one year. This ordinance shall be effective for a period not to exceed five years.

Executive Summary:

California Government Code Section 25537 authorizes Counties to adopt alternative procedures for leasing and licensing of County real properties. Included in the authority is an exception to the normally required bidding procedure for leases and licenses below time and monthly rent limits. While adhering to bidding requirements has significant benefits when applied to larger and high value properties, the administrative costs associated to applying this policy to low value properties can exceed the value of the lease or license. Adoption by your Board of the proposed Ordinance would delegate to certain county officers authority to execute low value leases and licenses for County owned property. Adoption of the proposed Ordinance would also authorize the county officers to convey certain property interests to other government agencies for a period of up to a year pursuant to Government Code 25526.6.

Pursuant to Government Code Section 25537, the County previously adopted Section XVII of Chapter 2 of the County Code to delegate to the Director of General Services the authority to execute leases below specified monetary and time limit thresholds in accordance with Section 25537. That delegation authority has expired. Pursuant to this Ordinance amendment, the new delegation will be in effect for 5 years until November 27, 2019.

Recent amendments to Section 25537 of the Government Code allow any county Board of Supervisors to delegate to county officer(s) authority to execute leases and licenses for a period of up to 10 years and having a monthly rental not exceeding an amount approved by local ordinance or \$10,000 per

month if there is no ordinance. Reflecting these changes to the Government Code, the General Services Department, the Regional Parks Department, the Department of Transportation and Public Works, the Airport Manager, and County Counsel recommend that the Board adopt an ordinance amending Sections 2-171 and 2-172 of the County Code, and adding Sections 2-174 and 2-175 to the Code. Adoption would revive delegated authority to the General Services Director to enter into agreements for low value leases and licenses; increase the rental amount subject to delegation from \$2,000 to \$10,000 per month; increase the term subject to delegation from five years to ten years; waive bidding requirements for leases and licenses subject to delegated authority as long as the terms and conditions of the agreement are for no less than fair market rate; expand these delegated authorities to the Directors of Regional Parks and Transportation and Public Works, and the Airport Manager for properties they manage; authorize the county officers to convey certain property interests to other government agencies for a period of up to a year; and clarify that the Board retains its authority regarding conveyance of real property interests pursuant to applicable law, including but not limited to Government Code Section 25536. Leases and licenses that exceed the delegation authority shall continue to be subject to approval by the Board of Supervisors.

At the beginning of Fiscal Year 2014, the Department of General Services, the Regional Parks Department, the Department of Transportation and Public Works and the Airport were responsible for the management of approximately 50 licenses and leases for County owned property that would be subject to this delegation authority. Revenue from these agreements represent less than five percent of monthly revenue generated from County owned property that is leased or licensed. Staff time devoted to report preparation, review and distribution for these routine smaller agreements can range from 20 to 40 hours per agreement. While the average term of affected agreements range from one to ten years, the average term is almost five years. This indicates that approximately 300 hours per year currently devoted to preparing reports for these agreements can be redirected to strategic management of County assets and relationships.

Reauthorizing delegated authority to the General Services Director and expanding the delegated authority to the Directors of the Regional Parks Department and the Department of Transportation and Public Works and the Airport Manager will improve efficiency by enabling prescribed officers of the County to approve smaller leases and licenses for property they manage on behalf of the County.

Prior Board Actions:

6/17/08: Board approved Rates and Charges and authorized Airport Manager to enter into month-to-month lease agreements.
 11/14/90: Board Resolution 90-2125 delegating to Director of General Services authority to lease certain real property for use by the County.

Strategic Plan Alignment Goal 3: Invest in the Future

Delegation of Authority to certain county officers to approve smaller leases and licenses will improve staff productivity, reduce resources devoted to low value administrative tasks and support maintenance of a balanced budget.

Fiscal Summary - FY 14-15

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

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):

There is no fiscal impact associated with this item.

Attachments:

Attachment A: Resolution
 Attachment B: Ordinance
 Attachment C: Underline/Strike Out version of Ordinance

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

None



County of Sonoma
State of California

Date: October 21, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, reading the title, and waiving further reading of, and introduce for adoption, an ordinance of the County of Sonoma amending Article XVII of Chapter 2 of the County Code to re-authorize and expand delegation of authority for Department Heads to execute certain leases and licenses excluded from bidding requirements, convey interest to other public agencies, for a period not to exceed five years.

Whereas, a proposed ordinance amending Article XVII of Chapter 2 of the County Code to re-authorize and expand delegation of authority for Department Heads to execute certain leases and licenses excluded from bidding requirements, convey interest to other public agencies for a period not to exceed five years, has been introduced and the title read;

Now, Therefore, Be It Resolved that further reading of the ordinance is waived.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 2 OF THE SONOMA COUNTY CODE TO REVISE THE PROCEDURES FOR LEASING AND LICENSING REAL PROPERTY

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

SECTION I. Article XVII of Chapter 2 of the Sonoma County Code is hereby amended as follows:

Article XVII, Division 1: County Procedures for Leasing and Licensing of County Real Property

Section 2-170. Authorization.

The Board of Supervisors of the County of Sonoma, pursuant to the provisions of Government Code Section 25537, hereby prescribes procedures for the leasing or licensing of real property belonging to Sonoma County. (Ord. No. 4647 § 3, 1993; Ord. No. 3309 § 1; Ord. No. _____, § I, 2014.)

Section 2-171. Procedure for leasing or licensing County Real Property.

The Board of Supervisors shall either accept the highest proposal for the proposed lease or license submitted in response to a call for bids posted in at least three (3) public places for not less than fifteen (15) days and published for not less than two (2) weeks in a newspaper of general circulation, or reject all bids, except that leases or licenses of a cumulative duration not exceeding ten (10) years and having an estimated monthly rental of not exceeding ten thousand dollars (\$10,000.00) shall be excluded from the bidding procedure. Procedures for such excluded leases or licenses are set forth in Section 2-172. (Ord. No. 4647 § 3, 1993; Ord. No. 3309 § 1; Ord. No. _____, § I, 2014.)

Section 2-172. Excluded leases or licenses.

- (a) Authority. The Board of Supervisors authorizes (1) for all County property, the General Services Director; (2) for County property managed by the Regional Parks Department, the Regional Parks Director; (3) for County property managed by the Sonoma County Airport, the Airport Manager; and (4) for County property managed by the Department of Public Works and

Attachment B

Transportation, including Sonoma County Airport property, the Director of Public Works and Transportation (hereinafter collectively referred to as “Directors” or singularly as “Director”), to negotiate and execute, on behalf of the County, in a form approved by County Counsel, leases or licenses where the actual monthly rental of the executed lease or license shall not exceed ten thousand dollars (\$10,000.00) and the term of the executed lease or license, including any renewal term(s), shall not exceed a cumulative total of ten (10) years. During the term of such lease or license, each Director shall have authority, as to those leases or licenses he or she is authorized to execute hereunder, to enforce the provisions of those leases or licenses on behalf of the County, including, without limitation, the right to terminate, authorize tenant improvements, and withhold deposit funds, provided that the Director determines, upon consultation with County Counsel, that such remedies are in the best interest of the County and are otherwise consistent with the provisions of the lease or license. (Ord. No. 4647 § 3, 1993; Ord. No. 3309 § 1; Ord. No. _____, § I, 2014.)

- (b) Nothing in this Section 2-172 shall be construed to authorize a Director to make County real property available at less than market rate to any person or entity without a determination by the Board of Supervisors pursuant to applicable law, including but not limited to a determination that the program to be supported by such consideration is necessary to meet the social needs of the population of the County and that the County property is not and, during the time of possession, will not be needed for County purposes, in accordance with Government Code section 26227. (Ord. No. _____, § I, 2014.)
- (c) Notice. Notice for excluded leases or licenses shall be provided in accordance with Government Code § 25537. (Ord. No. _____, § I, 2014.)
- (d) In accordance with Government Code section 25537, the authority granted by this Ordinance to each Director shall expire on November 27, 2019. Upon the expiration of this Ordinance, each Director shall submit to the Board a summary report of the property interests leased or licensed under this authority. (Ord. No. _____, § I, 2014.)

Sec. 2-173. Advertising on county property.

The board of supervisors of the County of Sonoma, pursuant to provisions of Government Code Section 26109, hereby authorizes the sale of advertising space on county real or personal property, including county websites, subject to such policies and procedures as may be adopted by the board, by resolution, from time to time. (Ord. No. 5901, § 1, 9-14-2010.)

Section 2-174. Authorization to convey interest to other public agencies

- (a) The Board of Supervisors of the County of Sonoma, pursuant to the provisions of Government Code section 25526.6, hereby authorizes the Directors specified in Section 2-172 above for the respective County properties specified in Section 2-172 above to negotiate and convey a license or permit for use of any real property of the County to the State, or to any county, city, district, or public agency, or to any public utility corporation in the manner and upon the terms and conditions as that Director determines or prescribes after consultation with County Counsel, upon a finding by that Director that the conveyance is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the use of the property by the County, provided that the license or permit is approved as to form by County Counsel and, further, that the interest in County real property so conveyed does not exceed a total nonrenewable term of 12 months. (Ord. No. _____, § I, 2014.)

Section 2-175. Retention of Board Authority.

Nothing in this Article XVII shall be construed to divest the Board of its authority to convey interests in real property belonging to Sonoma County in accordance with procedures prescribed by state or local law, including, but not limited to, Government Code Section 25536, whereby the Board may, by four-fifths vote, but without compliance with other Government Code procedures for leasing or licensing of County property, enter into leases, concession, or managerial contracts involving the leasing or subleasing of any part of County-owned, leased, or managed property devoted to or held for certain uses, including airport, vehicle parking, fairground, beach, park, amusement, recreation, or employee cafeteria purposes. Pursuant to Government Code Section 25536, the Board may approve form leases, licenses and permits for the specified County properties and may authorize County staff to execute the same. (Ord. No. _____, § I, 2014.)

SECTION II. 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 III. This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published as follows: either (1) once in its entirety before the expiration of

Attachment B

fifteen (15) days after its passage, or (2) a summary shall be published once at least five (5) days before proposed date of passage and a summary published once within fifteen (15) days after the date of passage. All publications shall include 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, and the Clerk of the Board shall post in the office of the Clerk, a certified copy of the full text of this ordinance along with the names of those Directors voting for or against the Ordinance.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the 21st day of October, 2014, and finally passed and adopted this 28th day of October, 2014, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Rabbit ___ Gorin___Zane___McGuire ___Carrillo ___

AYES _____ NOES _____ ABSTAIN _____ ABSENT

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

SO ORDERED.

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 2 OF THE SONOMA COUNTY CODE TO REVISE THE PROCEDURES FOR LEASING AND LICENSING REAL PROPERTY

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

SECTION I. Article XVII of Chapter 2 of the Sonoma County Code is hereby amended as follows:

Article XVII, Division 1: County Procedures for Leasing and Licensing of County Real Property

Section 2-170. Authorization.

The Board of Supervisors of the County of Sonoma, pursuant to the provisions of Government Code Section 25537, hereby prescribes procedures for the leasing or licensing of real property belonging to Sonoma County. (Ord. No. 4647 § 3, 1993; Ord. No. 3309 § 1; Ord. No. _____, § I, 2014.)

Section 2-171. Procedure for leasing or licensing County Realty Property.

The Board of Supervisors shall either accept the highest proposal for the proposed lease or license submitted in response to a call for bids posted in at least three (3) public places for not less than fifteen (15) days and published for not less than two (2) weeks in a newspaper of general circulation, or reject all bids, except that leases or licenses of a cumulative duration not exceeding ten five (10 5) years and having an estimated monthly rental of not exceeding ten two thousand dollars (\$102,000.00) shall be excluded from the bidding procedure. Procedures for such excluded leases or licenses are set forth in Section 2-172. (Ord. No. 4647 § 3, 1993; Ord. No. 3309 § 1; Ord. No. _____, § I, 2014.)

Section 2-172. Excluded leases or licenses.

- (a) Authority. The Board of Supervisors authorizes (1) for all County property, the Sonoma County General Services Director; (2) for County property managed by the Regional Parks Department, the Regional Parks Director; (3) for County property managed by the Sonoma County Airport, the Airport Manager; and (4) for County property managed by the Department of Public

Works and Transportation, including Sonoma County Airport property, the Director of Public Works and Transportation (hereinafter collectively referred to as “Directors” or singularly as “Director”), to negotiate and execute, on behalf of the County, in a form approved by County Counsel, leases or licenses where the actual monthly rental in of the executed lease or license shall not exceed ten ~~two~~ thousand dollars (\$102,000.00) and the term of the executed lease or license, including any renewal term(s), shall not exceed a cumulative total of ten ~~five~~ (105) years and the lease is not renewable. During the term of such lease or license, each Director shall have authority, as to those leases or licenses he or she is authorized to execute hereunder, to enforce the provisions of those leases or licenses on behalf of the County, including, without limitation, the right to terminate, authorize tenant improvements, and withhold deposit funds, provided that the Director determines, upon consultation with County Counsel, that such remedies are in the best interest of the County and are otherwise consistent with the provisions of the lease or license. (Ord. No. 4647 § 3, 1993; Ord. No. 3309 § 1; Ord. No. _____, § I, 2014.)

(b) Nothing in this Section 2-172 shall be construed to authorize a Director to make County real property available at less than market rate to any person or entity without a determination by the Board of Supervisors pursuant to applicable law, including but not limited to a determination that the program to be supported by such consideration is necessary to meet the social needs of the population of the County and that the County property is not and, during the time of possession, will not be needed for County purposes, in accordance with Government Code section 26227. (Ord. No. _____, § I, 2014.)

(c) Notice. Notice for excluded leases or licenses shall be provided in accordance with Government Code § 25537. (Ord. No. _____, § I, 2014.)

(d) In accordance with Government Code section 25537, the authority granted by this Ordinance to each Director shall expire on November 27, 2019. Upon the expiration of this Ordinance, each Director shall submit to the Board a summary report of the property interests leased or licensed under this authority. (Ord. No. _____, § I, 2014.)

Sec. 2-173. Advertising on county property.

The board of supervisors of the County of Sonoma, pursuant to provisions of Government Code Section 26109, hereby authorizes the sale of advertising space on county real or personal property, including county websites, subject to such policies and procedures as may be adopted by the board, by resolution, from time to time. (Ord. No. 5901, § 1, 9-14-2010.)

Section 2-174. Authorization to convey interest to other public agencies

- (a) The Board of Supervisors of the County of Sonoma, pursuant to the provisions of Government Code section 25526.6, hereby authorizes the Directors specified in Section 2-172 above for the respective County properties specified in Section 2-172 above to negotiate and convey a license or permit for use of any real property of the County to the State, or to any county, city, district, or public agency, or to any public utility corporation in the manner and upon the terms and conditions as that Director determines or prescribes after consultation with County Counsel, upon a finding by that Director that the conveyance is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the use of the property by the County, provided that the license or permit is approved as to form by County Counsel and, further, that the interest in County real property so conveyed does not exceed a total nonrenewable term of 12 months. (Ord. No. _____, § I, 2014.)

Section 2-175. Retention of Board Authority.

Nothing in this Article XVII shall be construed to divest the Board of its authority to convey interests in real property belonging to Sonoma County in accordance with procedures prescribed by state or local law, including, but not limited to, Government Code Section 25536, whereby the Board may, by four-fifths vote, but without compliance with other Government Code procedures for leasing or licensing of County property, enter into leases, concession, or managerial contracts involving the leasing or subleasing of any part of County-owned, leased, or managed property devoted to or held for certain uses, including airport, vehicle parking, fairground, beach, park, amusement, recreation, or employee cafeteria purposes. Pursuant to Government Code Section 25536, the Board may approve form leases, licenses and permits for the specified County properties and may authorize County staff to execute the same. (Ord. No. _____, § I, 2014.)

SECTION II. 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 III. This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published as follows: either (1) once in its entirety before the expiration of

Attachment C

fifteen (15) days after its passage, or (2) a summary shall be published once at least five (5) days before proposed date of passage and a summary published once within fifteen (15) days after the date of passage. All publications shall include 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, and the Clerk of the Board shall post in the office of the Clerk, a certified copy of the full text of this ordinance along with the names of those Directors voting for or against the Ordinance.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the 21st day of October, 2014, and finally passed and adopted this 28th day of October, 2014 on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Rabbit ___ Gorin___Zane___McGuire ___Carrillo ___

AYES _____ NOES _____ ABSTAIN _____ ABSENT

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

SO ORDERED.

[Publish 5 days Before Hearing/Introduction]

SUMMARY OF PROPOSED ORDINANCE OF THE SONOMA COUNTY BOARD OF SUPERVISORS REGARDING DELEGATION OF AUTHORITY FOR LEASING OR LICENSING REAL PROPERTY OWNED BY THE COUNTY

On October 21, 2014 at _____ p.m. in the Board of Supervisors Chambers at 575 Administration Dr., Santa Rosa, California 95403, the Board of Supervisors will consider adopting a proposed ordinance to amend Article XVII of Chapter 2 of the Sonoma County Code to revive delegated authority to the General Services Director to enter into agreements for low value leases and licenses; increase the rental amount subject to delegation from \$2,000 to \$10,000 per month; increase the term subject to delegation from five years to ten years; waive bidding requirements for leases and licenses subject to delegated authority; expand these delegated authorities to the Directors of Regional Parks and Transportation and Public Works, and the Airport Manager for properties they manage; authorize the county officers to convey certain property interests to other government agencies for a period of up to a year; and clarify that the Board retains its authority regarding conveyance of real property interests pursuant to applicable law, including but not limited to Government Code Section 25536.

The proposed ordinance will become effective on October 28th, 2014. Copies of the proposed Ordinance are available for public inspection and copying from the Clerk of the Board of Supervisors, 575 Administration Drive, Room 100A, Santa Rosa, California, during regular business hours.

_____, Clerk of the Board of Supervisors, County of Sonoma

By: **[Name]**
[Deputy Clerk]

[Publish within 15 days After Adoption]

SUMMARY OF PROPOSED ORDINANCE OF THE SONOMA COUNTY BOARD OF SUPERVISORS REGARDING DELEGATION OF AUTHORITY FOR LEASING OR LICENSING REAL PROPERTY OWNED BY THE COUNTY

On October 21, at _____ p.m. in the Board of Supervisors Chambers at 575 Administration Dr., Santa Rosa, California 95403, , the Board of Supervisors considered for adoption, and on October 28th, 2014, the Board adopted, an ordinance amending Article XVII of Chapter 2 of the Sonoma County Code to revive delegated authority to the General Services Director to enter into agreements for low value leases and licenses; increase the rental amount subject to delegation from \$2,000 to \$10,000 per month; increase the term subject to delegation from five years to ten years; waive bidding requirements for leases and licenses subject to delegated authority; expand these delegated authorities to the Directors of Regional Parks and Transportation and Public Works, and the Airport Manager for properties they manage; authorize the county officers to convey certain property interests to other government agencies for a period of up to a year; and clarify that the Board retains its authority regarding conveyance of real property interests pursuant to applicable law, including but not limited to Government Code Section 25536.

The vote of the Supervisors on the Ordinance was as follows:

Rabbit ___ Gorin___Zane___McGuire ___Carrillo ___

The ordinance will become effective on December 14, 2014. Copies of the Ordinance are available for public inspection and copying from the Clerk of the Board of Supervisors, 575 Administration Drive, Room 100A, Santa Rosa, California, during regular business hours.

_____, Clerk of the Board of Supervisors, County of Sonoma

By: **[Name]**
[Deputy Clerk]



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): General Services / Economic Development Board

Staff Name and Phone Number:

GSD- Marc McDonald: 707/565-3468
EDB- Albert Lerma: 707/565-6428

Supervisorial District(s):

All

Title: Lease expansion for Economic Development Board for the Creative Sonoma Arts Program, the Workforce Investment Board Business Services Program, and the Bilingual Business Assistance Program

Recommended Actions:

- 1) Authorize the Clerk to publish a notice, declaring the Board's intention to execute a lease amendment with Hilltop Medical Center, LLC, successor-in-interest to Madalyn, LLC, for the Economic Development Board / Creative Sonoma Arts Program, the Workforce Investment Board Business Services Program, and the Bilingual Business Assistance Program, for approximately 1,747 sq. ft., in the building located at 141 Stony Circle, Santa Rosa, for an additional \$2,533 per month, or an additional \$20,265 per year, for a term to expire on October 31, 2017, with options to extend the term through October 31, 2021, concurrent with the existing lease.
- 2) Authorize the General Services Director to execute a letter-agreement with Hilltop Medical Center, 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 \$5,500, if the proposed lease amendment is not executed by November 25, 2014.

Executive Summary:

General. This matter involves a proposed lease expansion for the Economic Development Board (EDB), for the Creative Sonoma Arts Program, the Workforce Investment Board Business Services Program and the Bilingual Business Assistance Program (collectively, the Programs). On July 30, 2013, your Board authorized the County to enter into a lease (the Lease) with Madalyn, LLC, predecessor-in-interest to Hilltop Medical Center, LLC, who is the current landlord (Landlord), for 5,286 rentable sq. ft. of office space in Suites 110 and 120, of the building located at 141 Stony Circle, Santa Rosa (Premises). The Lease expires November 1, 2017, with four, 1-year options to extend the term through October 31, 2021.

Creative Sonoma Arts Program, Workforce Investment Board Business Services Program and Bilingual Business Assistance Program.

On June 24, 2014, your Board accepted and approved the Creative Sonoma Arts Action Plan and along with that approval directed the EDB to implement the Creative Sonoma Arts Program. As part of its responsibility to implement the program EDB will be hiring staff to manage the program.

EDB is actively pursuing two additional initiatives that will also increase staff and office space requirements. EDB is partnering with the Workforce Investment Board programs under a Memorandum of Understanding with the Human Services Department effective July 1, 2014, to administer a new workforce business services program that will support Job Link. EDB is also strengthening its minority business services program and will be adding a Bilingual Business Assistance component to the complement of services it provides the business community. The three focus efforts together will result in the need for three additional full-time equivalent (FTE) program managers, one FTE administrative aide, one part-time extra-help administrative aide for Support Creative Sonoma, two part-time volunteers and one full-time intern position to facilitate these new program efforts. EDB is currently going through the recruitment process, and the new program staff are anticipated to begin work in mid-October through a staged, three-month recruitment process. Pending approval of execution of the proposed lease amendment, two of the FTE staff will work in office space provided at the Job Link Center located at 2227 Capricorn Way, Santa Rosa, and three FTE staff will work in conference room flex space at the EDB. The remaining intern and volunteer positions would be delayed until the lease amendment is approved and the tenant improvements are completed.

Proposed Lease Expansion. Prior to 2012, EDB staffing levels comprised 3 full time Staff, 3 extra help interns/program coordinators plus extra help and volunteers as needed. Since 2012 EDB staffing needs have grown to current levels of 8 full-time and 2 part time staff persons, plus, 15 extra-help persons for a total current staffing level of 25. The current 5,286 sq. ft. of office space is adequate to meet current needs for a staff of 25.

Staff augmentations combined with the addition of conference/meeting rooms and storage space to support expanded program needs cannot be accommodated in current space. Driven by the above-described expanding programs and initiatives EDB staffing will grow to 12 full time and 3 part-time staff persons, plus, 18 extra-help persons for a total of 33 positions. EDB wishes to lease additional office space comprised of 1,747 rentable sq. ft. of office space (the Expansion Space), located in Suite 130 in the same building at 141 Stony Circle, Santa Rosa. The proposed lease space addition will accommodate the addition of the new staff positions and will provide conference/meeting room and storage space necessary for staff, clients and visitors of the Programs. Please see the attached floor plan, Attachment 1.

The total leased premises of 7,033 rentable sq. ft. after the addition of the proposed Expansion Space will be sufficient to meet demands for a staff of 33. The General Services/Facilities Development & Management Planning staff has reviewed the floor area for the proposed additional EDB staff count and meeting rooms. The area is within typical per-person square footage count, and conforms to the County's guidelines for workspace utilization.

Proposed Lease Amendment. According to the terms of the proposed lease amendment, the occupancy date would occur on or about December 1, 2014, and the monthly rental rate for the Expansion Space will be at the same rent per square foot as the original leased space, or \$1.45 psf beginning December 1, 2014. The \$1.45 psf rent rate is below market rent for the area and Building, which is between \$1.45 to \$1.75 psf for current available comparable office space for lease, within a 1-mile radius of the Premises.

The tenant improvements are minor and would include creating a doorway between the Premises and the Expansion Space, the build-out of a small, ADA-compliant kitchenette, repainting to match the existing Premises, cleaning and re-stretching the existing carpet. The cost for these tenant improvements, minus the architectural and permit application costs, is estimated at \$12,000, and the work would be performed by the Landlord, who would be reimbursed by EDB after completion of the work. The costs for tenant improvements would be paid for through the Fiscal Year 2014-15 EDB budget.

The terms for the proposed second amendment to the lease are as follows:

Proposed

Premises: 1,747 rentable square feet in Suite 130, 141 Stony Circle, Santa Rosa

Term: The commencement date for the Expansion Space is estimated to be December 1, 2014. Concurrent with the Lease, the term for the Expansion Space would expire on October 31, 2017, with options to extend through October 31, 2022.

Additional

Rent: \$2,533 per month, or \$1.45 per sq. ft. Rent would be adjusted annually by 3% concurrent with the original Lease for the initial term.

Proposed Letter Agreement: To expedite construction of the tenant improvements in the expansion space, staff proposes a letter-agreement whereby the landlord will proceed with construction drawings and permit applications during the public noticing period required by the California Government Code, provided the County guarantees reimbursement of these costs in an amount not to exceed \$5,500, should the Board of Supervisors not approve the proposed amendment by November 28, 2014. In the event the County executes the proposed amendment, County will have no obligation to reimburse landlord for these costs, as they are a landlord responsibility under the proposed amendment. The letter-agreement ([Attachment 2](#)) is proposed as a means to attain the targeted occupancy date of December 1, 2014.

Procedural Authority: Government Code Section 25350 requires the Board to publish a notice of its intention to enter into a lease agreement valued at more than \$50,000 for three (3) consecutive weeks before consummation of the proposed lease amendment. Staff has prepared the attached notice for publication, which sets November 14, 2014 as the date and time of the meeting to authorize execution of the proposed amendment. By approving this agenda item, the Board directs the Clerk of the Board to publish the notice in accordance with Government Code Section 25350. Upon conclusion of the required notice publication period, this matter will return to the Board at 8:30 A.M. on November 14, 2014, for consideration and possible consummation of the proposed amendment for the expansion

space at 141 Stony Circle, Suite 130, Santa Rosa.

Prior Board Actions:

07/30/13—Authorized General Services Director to execute lease
 06/25/13—Declared intent to enter into lease with Madalyn, LLC

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The proposed lease amendment for the Suite 130 expansion space provides space for EDB’s Creative Sonoma Arts Program, the Workforce Investment Board Business Services Program, and the Bilingual Business Assistance Program staff, volunteers, interns, clients and visitors. The Economic Development Board strives to enhance the value of local, domestic, and international demand for Sonoma County produced goods and services through the creation and development of economic research, analysis, and programs.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 29,732		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 29,732
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 29,732	Total Sources	\$ 29,732

Narrative Explanation of Fiscal Impacts (If Required):

The proposed commencement date for the Suite 130 expansion space is anticipated to be December 1, 2014, with a resultant increase in monthly lease rent for the Premises in the amount of \$2,533 per month, or \$17,732 for FY2014-2015 (for the period of December 1, 2014 through June 30, 2015). In addition, the costs for County’s tenant improvements will be approximately \$12,000, for a total cost of \$29,732. Proposed lease costs will be paid out of the EDB Advertising Fund, from the approved FY2014-2015 budget.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

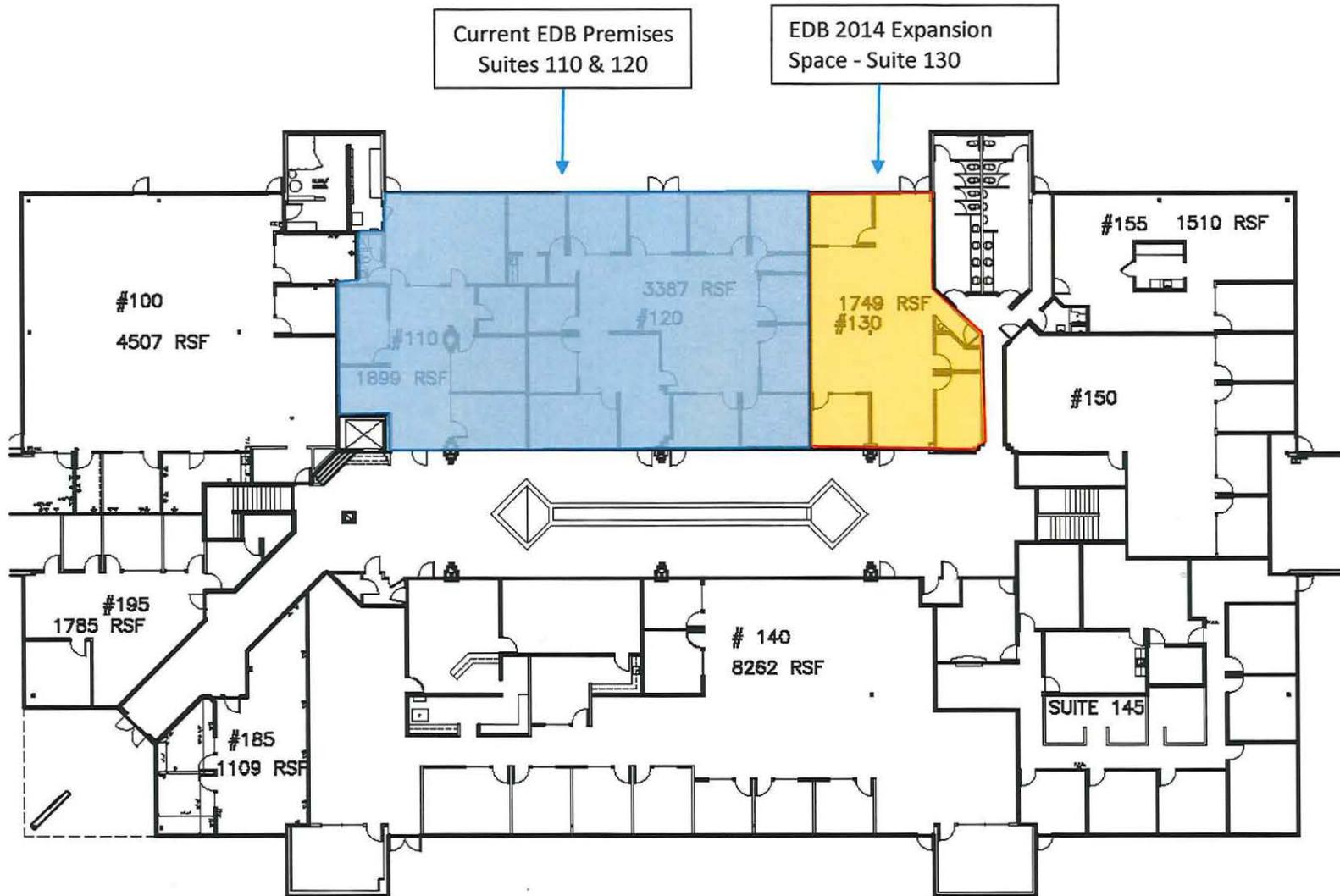
Attachment A: Preliminary floor plan

Attachment B: Letter-agreement

Attachment C: Notice of Intent

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

Copy of proposed lease amendment



FIRST FLOOR - 141 STONY CIRCLE, SANTA ROSA, CA



SONOMA COUNTY
GENERAL SERVICES DEPARTMENT

JOSÉ OBREGÓN
DIRECTOR

Attachment B

ENERGY & SUSTAINABILITY • FACILITIES DEVELOPMENT & MANAGEMENT • FLEET OPERATIONS • PURCHASING

VIA 1st Class Mail and E-mail

October 21, 2014

Hilltop Medical Center, LLC, successor-in-interest to
Madalyn, LLC
In c/o Keegan & Coppin, Inc.
Attn: Danny Jones
1355 N. Dutton Avenue
Santa Rosa, CA 95401
DJones@KeeganCoppin.com

Re: Proposed First Amendment ("Amendment") to Lease dated August 20, 2013 ("Lease"), between Hilltop Medical Center, LLC, successor-in-interest to Madalyn, LLC ("Landlord") and the County of Sonoma ("County") for the premises located at Suite 130, 141 Stony Circle, Santa Rosa, California ("Premises")

Dear Mr. Jones:

In order to expedite construction for the proposed expansion space (Suite 130) as defined by the above-referenced proposed Amendment, County is willing to guarantee certain costs thereof in the event that the Amendment is not executed by County, as outlined below, provided that Landlord diligently proceeds with design of the proposed premises and applies for all applicable permits.

This guarantee is subject to the following conditions:

- (1) In the event the Amendment is executed by County on or before _____ November 25, 2014, then this guarantee shall be of no force or effect, and County shall not be required to reimburse Landlord for any costs.
- (2) In the event the Amendment is not executed by County on or before November 25, 2014, then County shall reimburse Landlord for actual costs incurred in preparing architectural design development and construction drawings based on the preliminary space plan attached to the Amendment; provided, however, that in no event shall County be required to reimburse Landlord in an amount greater than Five Thousand Five Hundred and No/100 Dollars (\$5,500.00), nor shall County be required to reimburse Landlord for any costs incurred after November 25, 2014.
- (3) In the event the Amendment is executed by County after November 25, 2014, then Landlord shall refund any monies received from County hereunder within thirty (30) days of the execution date of the Amendment.

- (4) This guarantee shall only be binding on County in the event it is executed by the General Services Director, or his Deputy.

If you are in agreement with the terms of this guarantee, please have the appropriate person sign this letter where indicated below and return a copy of it to me.

Very truly yours,

Ed Buonaccorsi, Deputy Director
Facilities Development & Management
County of Sonoma

“Landlord”: Hilltop Medical Center, LLC, a California limited liability corporation, and successor-in-interest to Madalyn, LLC

By: _____
Name: _____
Title: _____
Date: _____

“County”: County of Sonoma, a political subdivision of the State of California

By: _____
José Obregón, Director
General Services Department
Date: _____

C: Ben Stone
Joel Jaman, Keegan & Coppin
Albert Lerma
Marc McDonald

**PUBLIC NOTICE
OF INTENT OF COUNTY
TO LEASE REAL PROPERTY**

NOTICE IS GIVEN that the Sonoma County Board of Supervisors intends to authorize the Director of the Department of General Services to lease approximately one thousand seven hundred forty-seven (1,747) sq. ft. of additional, improved office space, more or less depending on final configuration, situated in that certain office building ("Building") located at 141 Stony Circle, Suite 130, Santa Rosa, California, for use by the Economic Development Board staff. The Board intends to lease the premises from Hilltop Medical Center, LLC, a limited liability corporation and successor-in-interest to Madalyn, LLC, for the monthly rental rate of One and 45/100 Dollars (\$1.45) per rentable sq. ft., said rental subject to increase as set forth in the proposed lease amendment, for a three (3) year term, commencing no later than thirty (30) days after completion of the tenant improvements by the landlord. Additional information regarding the proposed lease amendment is available for public review at the Office of the Director of the Sonoma County General Services Department, 2300 County Center Drive, Suite A200, Santa Rosa, California 95403. The Board of Supervisors will meet on or after November 14, 2014, at 8:30 a.m. at the Sonoma County Administration Building, Room 102A, 575 Administration Drive, Santa Rosa, California to consummate the lease amendment.

Clerk of the Board of Supervisors

Public notice of the County's intention to lease the Property shall be published once a week for three successive weeks in accordance with Government Code Section 25350 and 6063.



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): General Services, Health Services

Staff Name and Phone Number:

Marc McDonald: 707-565-3468
Rita Scardaci: 707-565-7876

Supervisorial District(s):

3rd District

Title: Termination of Sutter Leases at Chanate Road Santa Rosa

Recommended Actions:

Authorize the Chair to enter into the Agreement to Terminate Lease with Sutter West Bay Hospitals, a California nonprofit public corporation dba Sutter Medical Center of Santa Rosa ("Sutter") as Tenant.

Executive Summary:

Staff requests your Board to authorize the Chair to execute the Agreement to Terminate Lease (Termination Agreement) with Sutter prior to the termination date of two leases in exchange for an agreement to release the County from its obligation to reimburse Sutter for unamortized prepaid rent in the amount of \$44,241, and for Sutter to remove Fixed Medical Equipment from the Hospital in exchange for \$50,000 from the County. The leases proposed for termination are (1) a general acute care medical surgical hospital at 3325 Chanate Road; and, (2) the IPS Facility 3322 Chanate Road, all in Santa Rosa, Ca.

According to the terms of the proposed Termination Agreement, the lease between the parties and all agreements attached to the lease for Sutter to operate the hospital complex at Chanate Road will terminate at 11:59 PM on December 31, 2014. Separate from the Termination Agreement is Sutter's obligation to continue to provide services described in the Health Care Access Agreement (HCA Agreement). In accord with Board of Supervisors Resolution No. 10-0641, dated August 24, 2010, the HCA Agreement will continue through its termination date of December 31, 2021.

Staff recognizes the execution of the termination Agreement is only one of multiple Board actions to be requested in the process of facilitating Sutter's efforts to initiate operations at their new location. In addition, the vacation of the Chanate campus and facility has and will continue to raise interest and questions about the future of the facility and/or site. The requested action on the Termination Agreement is the more mundane and pragmatic action to be taken by the Board but it is necessary to facilitate the successful transition of hospital operations and provide guidance to both Sutter and

County staff on how existing structures, systems and equipment will be managed through the relocation process.

Background. As part of the budget report for Fiscal Year 94-95 the Sonoma County Community Hospital Board of Trustees reported to the Sonoma County Board of Supervisors that the County managed Community Hospital was projected to incur a loss in excess of \$2.3 million. In December of 1994, the Community Hospital Board of Trustees approved a Strategic Plan which, among other things, authorized issuance of a Request for Proposals to identify a partner with the ability to help the Hospital achieve financial stability through increased managed care contracting opportunities, expanded private insurance revenues, and access to additional funding sources.

On March 25, 1996, Sutter Sonoma Medical Center, a California nonprofit public benefit corporation as predecessor to Sutter, was declared the successful respondent to a Request for Proposal issued to 35 health care organizations. Sutter entered into a Lease with the County for the Community Hospital Complex for a term of twenty (20) years (Hospital Lease) commencing April 1, 1996 and ending March 31, 2016, under the terms and conditions of the Hospital Lease dated March 25, 1996. The County and Sutter agreed to a fixed rental schedule of \$16,000 per month plus thirty percent of annual net profits in excess of six percent of net revenues. On the commencement date Sutter prepaid the fixed monthly rent for the full term of the lease subject to a discount of 8% or \$1,925,621. A copy of the amortization schedule that accompanied Sutter's prepayment is attached. According to Section 8.4.4 of the Hospital Lease, upon any expiration or termination of the Hospital Lease prior to the Expiration Date for any reason other than a Sutter default, County agreed to reimburse or credit Sutter for the amount of any prepaid but unused Rental as described in the rental amortization schedule attached to the Hospital Lease. Concurrent with Lease execution the County and Sutter entered into the HCA Agreement which called for Sutter to accept the Hospital in its then "as-is" condition and to assume responsibility for the management and operation of the Community Hospital facilities and to provide high quality hospital care at the premises.

In October of 2004, Sutter presented a Business Plan to the Board of Supervisors to construct a New Hospital at a site adjacent to the Wells Fargo Center for the Arts at Mark West Springs Road in Santa Rosa, and to meet the terms and conditions of the HCA Agreement at the new Hospital. The Board approved the Business Plan, but construction was not initiated at that time.

On November 20, 2008, Sutter submitted to the County a revised and updated Business Plan to construct a 70 bed hospital (with potential to expand to 99 beds), a medical office building and a 28 bed Physician Medical Center at the site adjacent to the Wells Fargo Center for the Arts. On July 20, 2009, following a presentation from the Department of Health Services and receiving public comment, the Board passed a resolution finding that the revised and updated Business Pan could comply with the HCA Agreement.

Passage of the 2010 Patient Protection and Affordable Care Act by the US Congress led Sutter to develop a new Business Plan which, among other things, led Sutter to combine the planned Physician Medical Center and the hospital into a single facility. The Sonoma County Department of Health Services (DHS) reviewed the new Business plan and reported to the Board of Supervisors that the combined single facility hospital would provide an equal or better level of quality of services compared to those provided at the Chanate campus, that the proposed smaller and more efficient campus would reduce operating

costs, and the new campus would provide equal or better geographic access to county residents enrolled in government funded programs as compared to the Chanate facility. On August 24, 2010, the Board accepted DHS recommendations to approve the combined facility hospital and adopted a resolution approving Sutter's Business Plan that included extending Sutter's obligation to meet HCA Agreement requirements at a New Hospital adjacent to the Wells Fargo Center for the Arts through 2021.

New Sutter Hospital. Sutter is in the final stages of completing a \$284 million dollar state-of-the-art hospital next to the Wells Fargo Center for the Arts. Opening of the New Hospital is scheduled for October of 2014. According to Sutter, the New Hospital will provide the full range of services currently provided at the Chanate Campus including: intensive care; emergency services; obstetrics, nursery care and level III neonatal intensive care; medical and surgical services; comprehensive cardiac services; supporting ancillary services; and a full range of women's reproductive health services. The New Hospital will be equipped with advanced healthcare technology, including Electronic Monitoring of ICU patients, Electronic Health Records, Wireless Telemetry and a nursing communications system to help patients maintain connection with their care professionals.

Per Sutter, the New Hospital will offer all single bed private patient rooms. The rooms will be equipped with a patient wardrobe, dimmable reading light, 32-inch high definition LCD flat screen television, and wireless internet access. Patient's physiological health may be continuously monitored as they advance through the on-site rehabilitation process on a Wireless Medical Telemetry Network covering the whole facility. Recovering patients will be encouraged to accelerate their recovery through a professionally supervised rehabilitation team while being monitored for increased safety during their stay.

Pending Related Issues. As part of the process of developing and constructing the new medical facility Sutter Hospital has been obligated to meet a variety of mandates. The Environmental Impact Report (EIR) addresses and established several site development requirements. In addition several conditions were established by way of three "Use Permits" that link to: 1.) the operation of the new hospital 2.) The use of a public water well, and 3.) The shared use of parking facilities with the Wells Fargo Center. Some of the Use Permit conditions are ongoing in nature, such as the implementation of the approved Green House Gas reduction plan, so there will be no 'completion' of them, rather, there will be routine monitoring to assure ongoing compliance with the established expectations. Other obligations conditioned by the Use Permits need to be addressed prior to the hospital initiating operations at the new site. These pre-opening conditions include the following:

- Execution of "Fair Share Agreement" with the County. The "Fair Share Agreement" would require Sutter to pay its "fair share" of any road improvement projects in the area if and when programmed by the County. This agreement is being managed by County Transportation and Public Works (TPW) staff and is tentatively scheduled to be before your Board on October 21, 2014 with this item. A Bus Shelter Easement is also scheduled to be presented to your Board on October 21, 2014, with the goal of formalizing the establishment of a bus shelter easement to facilitate public transit access to the new hospital site. This agreement is being managed by County TPW staff. A Well Monitoring Easement agreement is also required to be executed prior to occupancy and start of operations. This agreement does not require Board Action. The County's Permit and Resource Management Department (PRMD) is developing and will execute that agreement with assistance from County Counsel. While Sutter is not required to file a

Subdivision Map as a condition of occupancy at the New Hospital, Sutter is developing such a map to support their internal records system. County and Sutter staff are engaged in addressing each condition by taking the required actions to facilitate adherence to established compliance targets. The goal is to ensure that all EIR, site development, facility construction permit requirements and use permit conditions are fully and adequately addressed. Sutter has worked with PRMD to complete and has submitted a Final Map of the site for Board approval on October 21, 2014.

Future of Chanate Sutter Hospital Site

The scheduled closure of Sutter hospital at Chanate Road has prompted questions and interest relative to the future of the hospital building and site. General Services staff is working with Office of County Administrator staff to ensure that upon hospital closure, expressed interest in interim and long-term reuse is addressed by the Facility Ad Hoc Committee as part of their project charter work effort. To facilitate the process staff is currently developing information and data for presentation to the Facility Ad Hoc Committee to inform their decision making. The information includes building condition assessments, review of the viability and sequencing of the reuse of the different building areas, and identification of the cost for reusing or repurposing any portion of the facilities under short term, moderate term or long term scenarios. Assessments as to whether the unused County assets can be leveraged or disposed of in ways to support County strategic objectives will also be part of the process. Questions about the need for and the level of security required around the building and site if immediate reuse and occupancy does not occur have also been considered. Staff is proposing that there is value in reoccupying some of the building areas from a security perspective and doing so may provide an opportunity to address the short term and moderate term space needs for some County programs. Locating County programs to the Chanate site will maintain the site in an operational state and create a level of presence that will minimize or mitigate security concerns. Staff is reviewing opportunities with County Departments and partner agencies relative to the measured and interim use of the site pending action by your Board on the County facility plan recommendations put forth by the Ad Hoc Committee.

Lease Termination Agreement.

The Termination Agreement that is the focus of this Board action is not a condition of occupancy of the New Hospital. It is however a critical component intended to ensure the successful, effective and efficient relocation of hospital operations from the Chanate campus to the new Hospital site. The Termination Agreement is a facilitating formal agreement that addresses how Sutter will conduct the relocation effort and sets specific requirements for the disposition of certain building and medical equipment.

Sutter has submitted a proposed Termination Agreement to the County that sets the Hospital Lease termination date at December 31, 2014. The value of unamortized prepaid rent as of January 1, 2015, will be \$44,241. If your Board approves the proposed Termination Agreement, Sutter would not be in default of the Hospital lease. In addition and in accordance with Section 8.4.4 of the Hospital Lease, the County would be obligated to return the unamortized prepaid rent to Sutter. However, according to Section 12 of the Termination Agreement, Sutter agrees to release the County from its obligation to reimburse Sutter for the amount of prepaid but unused rent.

According to the terms of the Termination Agreement, the Hospital Lease and all agreements attached

to the lease, except the HCA Agreement, will terminate effective as of 11:59 PM on December 31, 2014 if Sutter fulfills the following conditions:

- a) California Office of Statewide Health Planning and Development (OSHPD) shall have issued Sutter a final certificate of occupancy for the New Hospital.
- b) California Department of Public Health (CPDH) shall have issued Sutter a license to operate the New Hospital.
- c) Sutter shall have secured all other necessary licenses, permits and approvals to operate the New Hospital;
- d) Sutter shall have relocated its Hospital operations to the New Hospital on or before October 25, 2014;
- e) Sutter shall have provided to County a written Transition Plan of Hospital operations to the New Hospital acceptable to County that addresses key transitions issues ("Transition Plan"), including, but not limited to, continuity of care and Sutter's continued performance of all obligations under the HCA Agreement.

Sutter has developed the following plans and schedules with the goal of meeting the conditions.

- a) Sutter has received final approval from the OSHPD Area Compliance Officer.
- b) The CDPH survey has been completed. Minor items were noted and are being addressed. Sutter anticipates receiving its hospital license by October 25, 2014.
- c) The Status of licenses and inspections are as follows:
 - The Pharmacy has been licensed.
 - The OSHPD Fire Life Safety Officer has conducted its final building review.
 - The OSHPD Structural Engineer has completed a final review.
 - The Fire Life Safety Officer has completed a final building review.
- d) Sutter is on schedule to secure all permits and licenses and to complete relocation on October 25, 2014, in line with the Transition Plan.
- e) In May of 2014, Sutter provided the Transition Plan to the County. The Transition Plan is titled "Sutter Santa Rosa Regional Hospital Move Manual". The "Move Manual" document is a detailed description of how Sutter will transition patients and operations from the Chanate Hospital to the New Hospital. Essentially the document provides a detailed plan, schedule and description of how all inventory, supplies and equipment will be tested, put in place and made operational prior to moving patients; provides detailed task lists of schedules, duties and responsibilities of each member of the clinical and support staff who will be responsible for attending to the needs of each patient who will be moved, including the nurse who will accompany each patient from the beginning to the end of that patient's transfer; and includes a "Room Orientation Checklist that will be signed by the Patient and the Patient's Family to confirm that the patient's room at the New Hospital is satisfactory. DHS Staff has reviewed the Move Manual and found it satisfies compliance with

Sutter's obligation to provide the County a Transition Plan.

According to the Move Manual most inventory, supplies and equipment for the new facility will be newly purchased. Sutter plans to dispose of the personal property, inventory and medical equipment that is not transferred to the New Hospital through the services of firms with experience in the handling and disposal medical fixtures, equipment and supplies.

In developing the Termination Agreement and in recognition of the specialized nature of hospital operations the disposition of the Fixed Hospital Equipment has been a point of focus. Fixed Equipment at the Chanate Campus can be separated into two categories: Fixed Operating Equipment attached to the building and Fixed Medical Equipment consisting of medical equipment attached to the building.

Fixed Operating Equipment attached to the building consists of air-conditioning systems, plumbing systems and electrical systems that are integrated into the building. County staff is familiar with and has the ability to manage the retention and /or removal of the building operating equipment. The building operating equipment to be retained within the buildings will be maintained by County staff.

Sutter has agreed to a County request to remove the Fixed Medical Equipment from the Chanate Campus in exchange for a payment of \$50,000. County staff considers Sutter's agreement to dispose of medical equipment to be a valuable service to the County, since Sutter is leveraging a contract with a medical equipment liquidation company, rather than necessitating the County secure these services separately. In order to come to this recommendation, staff analyzed the potential value of the equipment and found that most of the equipment is obsolete and has no value. The CT Scanner is the only piece of equipment that is not considered obsolete, and may have some market value.

The disposal of medical equipment is a specialized and complex process. Decontamination, decommissioning, chain of custody and condition reporting, rigorous security and document management are elements of the disposal process. The ability to arrange for transport and transfer of equipment to suitable and appropriate local and international end-users or disposal sites is based on a unique knowledge base. There are no local firms that specialize in disposal of medical equipment. County staff acknowledges that it has no experience in the management and disposal of the Fixed Medical Equipment.

Through experience in the closure and relocation of hospitals throughout Northern California Sutter has developed procedures and relationships crucial to successful disposal of potentially hazardous medical equipment. Based on its experience Sutter has negotiated and secured the services of firms for disposal of medical equipment located at the current Hospital site. Services of firms that specialize in disposal of medical equipment were secured through a competitive process based on qualitative and quantitative measures. Sutter and staff consider the Fixed Medical Equipment that Sutter will remove to be unique to the medical industry, obsolete and suitable for disposal. In light of Sutter's experience in managing the process of disposal of medical equipment and its experience in the competitive evaluation, acquisition and management of firms that manage disposal of medical equipment staff has requested and Sutter has agreed to remove the following Fixed Medical Equipment:

Equipment that is attached to the MRI Room, the MRI Control room, the catheterization laboratories and the x-ray rooms. Sutter has also agreed to remove a CT Scanner, a Nuclear Gamma Camera, attached

surgical lights and four sterilizers that are embedded in the walls.

In addition to using Sutter expertise for the removal of the medical equipment staff is working closely with Sutter on a disposition strategy that best serves the interests of the County, Sutter and the community. Staff recommends the use of Sutter's expertise for the disposal of equipment, as the \$50,000 is less than the cost would be to manage this project separately. Sutter has informed staff that the cost of equipment removal alone will exceed the \$50,000.

Sutter anticipates it will comply with all terms and conditions of the Hospital Lease and the Termination Agreement. Staff will monitor Sutter's compliance and secure necessary documentation to confirm compliance as it becomes available. For clarity and to reiterate, approval of the Termination Agreement does not impact the HCA agreement which based on Board of Supervisors Resolution No. 10-0641, dated August 24, 2010, has a termination date of December 31, 2021.

Staff recommends Board approval of the Termination Agreement, subject to Staff confirmation that conditions precedent described above are satisfied by Sutter.

Prior Board Actions:

02/09/96 – Authorized execution of Hospital Lease, Health Care Access Agreement and Master Settlement Agreement with Sutter Sonoma Medical Center, Inc.

12/18/97 – First Amendment to Lease to provide Sutter an exclusive license to use certain property to serve as secondary sleep quarters for emergency room physicians (the "ER License Space").

4/25/00 – Authorized the Director of Health Services to act for the County Administrator in connection with various Sutter agreements.

6/27/00 – Approving environmental document for construction of a modular building for cardiac catheterization and MRI services at 3325 Chanate Road

04/15/03 – Authorize Real Estate Manager to execute a consent agreement regarding sublease between Sutter and Sprint Spectrum L.P. for roof space for antennae and related Personal Communications System equipment.

07/20/04 – Second Amendment to Lease to change the use of the ER License Space to provide temporary quarters for families of seriously ill children admitted to the Hospital.

10/12/04 – Approved Sutter Business Plan

10/26/04 – Authorized sublease of Clinic C of the Family Practice Center

06/26/07 – Consent to a Sublease of the Family Practice Center (3324 Chanate Road, Santa Rosa) to Southwest Community Health Center.

07/20/09 – Determined Sutter's November 2008 Business Plan could comply with the Health Care Access Agreement

08/17/10 – Accepted Department of Health Services' Report titled "Report and Analysis of Sutter medical Center of Santa Rosa's Updated Business Plan for a New Hospital and took a straw vote on the Updated Business Plan

08/24/10 – Approve Sutter Medical Center of Santa Rosa's Updated Business Plan

08/16/11 – Third Amendment to Lease to exclude Assessor's Parcel No. 180-090-010 and redefine the premises to exclude 3320 and 3340 Chanate Road from the premises.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
Fiscal Summary - FY 15-16			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 50,000	County General Fund	\$ 50,000
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$	Prepaid Rent	\$
Total Expenditure	\$ 50,000	Total Sources	\$ 50,000
Narrative Explanation of Fiscal Impacts (If Required):			
<p>\$50,000 of funding for disposal of Fixed Medical Equipment will be shared by General Services and the Department of Health Services.</p> <p>Per Section 12 of the Termination Agreement Sutter releases County of its obligation to reimburse Sutter \$44,241 for the amount of any prepaid but unused Rental.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
None			
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
None			
Related Items "On File" with the Clerk of the Board:			
Copy of proposed Agreement to Terminate Lease; Copy of Sutter Sonoma Medical Center Amortization of Prepaid Rent, Schedule "2"			



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 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): General Services/Sheriff

Staff Name and Phone Number:

General Services: Teryl Phillips 565-2143
Sheriff: Sgt. Dennis Smiley 565-2411

Supervisorial District(s):

All

Title: Moonraker Sea Ranch Ground Lease and Tower License

Recommended Actions:

Authorize the General Services Director to execute the following agreements needed for installation and operation of communications improvements at the Moonraker Sea Ranch telecommunications site:

- 1) A license agreement between the County of Sonoma and GTE Mobilnet of California Limited Partnership, a California limited partnership doing business as Verizon Wireless, for installation and operation of communications equipment on a portion of the communications tower at the Moonraker Sea Ranch telecommunications site located at 33012 Timber Ridge Road, The Sea Ranch, Sonoma County, for an initial term of five (5) years at an annual rental cost of \$14,400, with four (4) extension options of five (5) years each.
- 2) After execution of the license agreement identified in item (1), a ground lease between the County of Sonoma and The Sea Ranch Association, a California non-profit mutual benefit corporation, for installation and operation of communications improvements at the Moonraker Sea Ranch telecommunications site located at 33012 Timber Ridge Road, The Sea Ranch, Sonoma County, for an initial term of fifteen (15) years at an annual rental cost of \$21,600, with two (2) extension options of five (5) years each.

Executive Summary:

Purpose. General Services staff, in consultation with staff from the Sheriff's Office, are requesting Board approval of two new agreements needed for the installation of communications network improvements at the Moonraker Sea Ranch communications facility located adjacent to The Sea Ranch coastal community area of western Sonoma County. A ground lease is needed with the landowner, The Sea Ranch Association ("TSRA"), to provide for construction of a County-owned equipment vault, and a license agreement is needed with Verizon Wireless ("Verizon") to allow installation and operation of

County antennas and other appurtenances on the existing 170' tall tower owned by Verizon.

Radio coverage on the Sonoma County coast is problematic since hilly terrain and densely forested areas impede the reach of transmission signals, and there are no existing communication site facilities that can adequately cover large swaths of coastline. Instead, the topography necessitates equipment installations at multiple sites to achieve coverage objectives. Consequently, staff has identified an operational network of existing and proposed communication sites to meet the Sheriff Department's public safety communications objectives along the coast. Most of the identified coastal network locations require that leases and/or licenses be secured with tower and property owners prior to installation of new facilities. General Service's staff has negotiated both a ground lease and a tower license for installation of County facilities at the Moonraker site that satisfies the Sheriff's technical requirements.

Following installation of the proposed improvements, the Moonraker facilities will fill coverage gaps in the area north of Salt Point to the Mendocino County line, which currently has poor to no radio coverage, from Salt Point to The Sea Ranch. The goal is to improve emergency radio coverage for the Sheriff's Department, fire services, and emergency medical services from approximately Salt Point north to the Mendocino County line.

If the agreements are not approved for project implementation, radio coverage for emergency responders will not improve, leaving large areas of poor to no radio coverage along the north Sonoma County coast.

Ground Lease. The proposed ground lease would allow the County to utilize a portion of the property owned by TSRA consisting of approximately 912 square feet in area for installation of a communications shelter and associated infrastructure for housing ground equipment and for installation of a cable tray and other utility connections to the Verizon tower. The leased premises would include a non-exclusive right for ingress and egress seven (7) days per week and twenty-four (24) hours a day over private access roads and public rights-of-way serving the site.

The proposed ground lease contains the following key provisions:

1. An initial term of fifteen (15) years, which will commence within 180 days following full execution of the lease, and upon fulfillment of pre-term conditions, which include full execution of the tower license with Verizon, issuance of a building permit, and commencement of construction of the County's equipment vault facility.
2. Two (2) options to extend the lease term, each for a period of five (5) additional years, upon delivery of written notice by County at least 120 days prior to term expiration.
3. Initial base rent of \$1,800 per month (\$21,600 annually), with annual increases of 2% during the initial fifteen-year term.
4. After the initial fifteen-year term, rent for each extended term period is to be established by agreement between County and landlord, or if agreement cannot be reached within 30 days of County's notice to exercise its option, County will obtain a valuation prepared by a consultant, with landlord's consent to selected consultant.
5. County must obtain landlord's prior written consent to sublet to private entities or to assign the lease. Other public agencies or quasi-public agencies acting as an agent of County may use the

premises and will not be considered as subtenants.

6. County may terminate the lease for discretionary reasons upon ninety (90) days' notice, and upon thirty (30) days' notice for non-appropriation of funds.
7. County may hold over on a month-to-month tenancy following expiration of the lease term, subject to landlord's written consent and based upon all the terms and conditions of the original lease.

Tower License. The proposed tower license with Verizon will permit installation of 11 antennas and associated utility and transmission connections to the County's equipment shelter. The license is subject to the terms and conditions of Verizon's master lease with TSRA, and contains the following key provisions:

1. An initial term of five (5) years, which will commence the first day of the month in which the license is fully executed by both parties.
2. Four (4) options to extend the term of the license, each for a period of five (5) additional years, subject to written notice by County at least six months prior to the end of the current term.
3. Initial base rent of \$14,400 annually, to be paid in equal monthly installments of \$1,200 each, with annual increases of 3% during the initial five-year term.
4. After the initial five –year term, rent for each year of each extension period will increase on the anniversary of the commencement date by 3% over the previous year's annual rent.
5. County must obtain licensor's prior written consent to sublet or to assign the license.
6. The County's tower equipment is subject to relocation elsewhere on the tower if deemed necessary by licensor, with the relocation location to be mutually agreed upon. Costs of relocation will need to be negotiated with licensor.
7. Either party may terminate the license upon one hundred eighty (180) days' notice with or without cause to the other party.
8. County, at its cost, must remove its equipment and other improvements within thirty (30) days following expiration of the license and restore the premises to pre-installation condition.

Staff utilized the services of an industry consultant, G Squared Consulting, Inc., to assist with establishment of fair market rent values, lease negotiations and preparation of both agreements. In both cases, the negotiated rents represent acceptable fair market rates for the location, and are consistent with rent rates paid by other existing tower tenants at the site.

Project Costs and Construction Schedule. The construction cost of the Moonraker Sea Ranch project is estimated at \$750,000. This project was approved as part of the 2012-2017 Capital Projects Plan. The funding for this project, along with all other tower construction projects, is included in the approved Capital Projects budget.

General Services staff will return to the Board to request award of the construction contract pursuant to bid procedures by December 2014, and commencement of construction is anticipated shortly thereafter. Construction is expected to be completed during Fiscal Year 14-15.

Ongoing operating costs will include electrical utility charges which will be billed directly by PG&E to County General Services, based upon actual metered usage. These costs are estimated to be approximately \$300 per month (\$3,600 annually).

Regulatory Conformance. On April 28, 2014, the Permit and Resources Management Department (PRMD) staff issued a Notice of Final Action on a Coastal Permit for the County’s Moonraker Sea Ranch project. The Notice included findings that the project is categorically exempt from the California Environmental Quality Act (“CEQA”) under Section 15301(b) of the CEQA Guidelines, because it consists of an addition of equipment to an existing telecommunications facility and will not have a significant effect on the environment. The project was also determined to be consistent with zoning and design review requirements applicable to the site. The issued Coastal Permit includes conditions of approval that must be met by the County prior to building permit issuance and commencement of the use.

Procedural Authority. Government Code Section 25350 requires the Board to publish a notice of its intention to enter into a lease or license agreement valued at more than \$50,000 for three (3) consecutive weeks in accordance with Government Code Section 6063, before consummation of the agreement. 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 20, 2014. No public comments regarding the ground lease or tower license have been received by General Services staff.

Staff requests that the Board authorize the General Services Director to execute the ground lease and the tower license agreements on behalf of the County. Because Verizon will not execute the license agreement prior to the County’s signature thereto, staff requests that the Board authorize the execution of the ground lease, the need for which is dependent on the concurrent execution of the license agreement, contingent upon full execution of the license agreement.

Prior Board Actions:

09-16-14: Board authorized publication of the Notice of Intent to execute the ground lease with The Sea Ranch Association and the tower license with Verizon Wireless for installation of communications improvements at the Moonraker Sea Ranch telecommunications site.

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

The lease and license agreements, along with the resultant telecommunications improvements will support the public safety needs of the residents of Sonoma County, providing continued and improved communication coverage to the surrounding areas. If the agreements are not approved for project implementation, radio coverage for emergency responders will not improve, leaving large areas with poor to no radio coverage along the north Sonoma County coast.

Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 39,600	County General Fund	\$ 39,600
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 39,600	Total Sources	\$ 39,600
Narrative Explanation of Fiscal Impacts (If Required):			
Rent and utility impacts estimated at \$39,600 (\$21,600 for ground lease rent, \$14,400 for tower license rent, \$3,600 for utilities) for FY 14-15 are included in the General Services budget. Construction impacts incurred in FY 14-15 are estimated to be \$750,000 and are included in the Capital Projects budget.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
None			
Related Items "On File" with the Clerk of the Board:			
Lease between the County of Sonoma and The Sea Ranch Association License agreement between the County of Sonoma and Verizon Wireless.			



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 of the County of Sonoma
Board of Directors of the Sonoma County Water Agency
Board of Directors of the Sonoma County Agricultural Preservation and Open Space District
Board of Commissioners of the Community Development Commission
Board of Directors of the Northern Sonoma County Air Pollution Control District

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Carol Allen, 565-2549

Supervisory District(s):

All

Title: Administrative Corrections to Salary Resolution 95-0926

Recommended Actions:

1. Adopt Concurrent Resolution amending Salary Resolution 95-0926, to incorporate administrative corrections.

Executive Summary:

As part of regular, on-going administration of Salary Resolution 95-0926, Human Resources has identified the following updates and corrections that need to be incorporated:

Amendment to Section 20.9 Compensatory Time Off (CTO) – Employee Choice (Attachment B)

On March 19, 2013 the Board approved the elimination of vacation, administrative leave and compensatory time cash-out opportunities. In the last revisions to the Salary Resolution, Section 20.9 was not edited and the reference to compensatory time cash out was not taken out. This reference is now being deleted to clarify that there are no compensatory time cash-out opportunities. See Attachment C.

Miscellaneous Class and Comp Updates to Appendix A – Salary Table (Attachment C):

Water Agency Principal Hydrogeologist

In June 2008, the Board established salary for the new class of Water Agency Principal Hydrogeologist. Because of the similar requirements of the positions, the Water Agency Principal Hydrogeologist salary was set at a level consistent with the Water Agency Principal Engineer, with the intent of maintaining salary parity between the positions going forward. On July 22, 2014, the Board approved an equity adjustment for the Water Agency Principal Engineer. Because the positions are linked, this increase will also apply to the Water Agency Principal Hydrogeologist. This classification is not currently in use so there are no financial impacts associated with this correction to the salary table.

Keeper

The Keeper works under the supervision of the Sheriff's Civil Bureau and is assigned by order of the court to protect assets involved in a dispute by acting as a physical custodian of the property under levy. The salary table incorrectly lists an hourly rate for the Keeper. The Keeper hours and fees are controlled by Government Code Section 26726 which provides for a variable flat rate. To accurately reflect this in the salary table, the hourly rate has been removed with an explanatory note added, referencing Government Code 26726. There are no financial impacts associated with this correction.

Account Clerk III Confidential

On June 30, 2013 the Civil Service Commission approved the retitle of classifications 0403 Account Clerk III and 7403 Account Clerk III Confidential to Senior Account Clerk and Senior Account Clerk Confidential, respectively. When this went to the Board for approval on June 30, 2013, the retitle for the confidential classification was inadvertently left out and only the retitle of non-confidential classification was brought for approval. Upon approval, the classification 7403 Account Clerk III Confidential will be retitled to Senior Account Clerk Confidential to match the previously approved retitle of the non-confidential classification. There are no financial impacts associated with this correction.

Amend Section 8.9 Premium Pay for Detention Facilities (Attachment D)

In the Memorandum of Understanding adopted in January 2014, employees represented by Engineers and Scientists of California (ESC) assigned to the Psychiatric Emergency Services/Crisis Stabilization Unit (PES/CSU) were granted a 5% pay premium on all hours worked in PES/CSU facility. Similarly situated extra help employees, working in ESC job classes and assigned to the PES/CSU, are currently not eligible for the 5% premium because the Salary Resolution has not yet been updated to extend the premium to extra help employees, per usual County practice. Updating the language will restore parity between regular, ESC represented employees and extra help, Salary Resolution employees. There are no budgetary costs associated with this change. Costs associated with Extra Help staffing are paid out of department salary savings.

Prior Board Actions:

6-17-08 BOS established salary for Water Agency Principal Hydrogeologist, consistent with Water Agency Principal Engineer.

3-19-13 BOS approved Salary Resolution amendments reducing total compensation for Administrative Management by 4.6%.

4-9-13 BOS approved Salary Resolution amendments eliminating remaining 2.25% deferred comp.

06-30-13 BOS approved WCE MOU.

12-10-13 BOS approved Salary Resolution amendment providing 2.25% Combined Use Allowance to Admin Management.

01-14-14 BOS approved ESC MOU.

5-20-14 BOS approved Salary Resolution amendments related to increase flexibility in administration of holiday hours.

7-22-14 BOS approved equity adjustments for Deputy County Counsel class series and the Water Agency Principal Engineer classification.

Strategic Plan Alignment Goal 3: Invest in the Future			
Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (If Required):			
No budgetary impacts.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
No allocations or job classes are added or deleted as a result of this action.			
Attachments:			
Attachment A – Resolution; Attachment B - Amendment to Section 20.9; Attachment C- Amendments to Appendix A; Attachment D – Amendment to Section 8.9			
Related Items “On File” with the Clerk of the Board:			
None.			



County of Sonoma

State of California

Date: October 21, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, and the Board of Directors of the Northern Sonoma County Air Pollution Control District, State Of California, Amending Salary Resolution 95-0926 to Incorporate Administrative Changes and Updates.

Whereas, Salary Resolution 95-0926 (Salary Resolution) sets benefit, compensation and work rules for Department Heads, Administrative Management, Confidential and Unrepresented employees, including some Extra Help employees, at the County of Sonoma; and

Whereas, it is occasionally necessary for Human Resources to make corrections or add language consistent with prior Board approval in order to bring Salary Resolution provisions in line with County operational practices and provide for efficient and clear direction; and

Whereas, changes to the Salary Resolution illustrated on Attachments B, C & D, and reflect recommended changes in line with the provision above;

Now, Therefore, Be It Resolved that the Boards approve the recommended Salary Resolution amendments as outlined on Attachments B, C and D, which are attached and incorporated by reference herein;

Be It Further Resolved that the County Administrator, and Director of Human Resources, have the authority to take any necessary administrative actions to implement the provisions of this resolution.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

SALARY RESOLUTION

No. 95-0926

SECTION 20- OVERTIME AND COMPENSATORY TIME (Amended 3/19/13)

20.9 Compensatory Time Off (CTO) - Employee Choice The employee assigned to overtime and eligible for compensatory time off (CTO) shall make an irrevocable choice each time such overtime is worked whether to be compensated in cash at the base hourly rate or in compensatory time off until a maximum of forty (40) hours of compensatory time have been accrued. ~~Only Administrative Management employees or Department Heads may request payment for any or all of the employee's current balance of compensatory time off with the employee's normal pay for any pay period.~~

[No other changes to this section.]

**APPENDIX A
SALARY TABLES**

ADMINISTRATIVE MANAGEMENT – BARGAINING UNIT 0050

Job Code	Job Title	A Step Rate	A Step Rate Oct 28, 2014 [1% COLA]	A Step Rate July 7, 2015 [2% COLA]
1074	WATER AGENCY PRINCIPAL HYDROGEOLOGIST	\$50.02 \$54.97	\$50.52 \$55.52	\$51.53 \$56.63

FLAT RATES

Job Code	Job Title	A Step Rate	A Step Rate Oct 28, 2014 [1% COLA]	A Step Rate July 7, 2015 [2% COLA]
3395	KEEPER ____ (fees controlled by <u>Government Code 26726</u>)	\$40.00	\$40.40	\$41.21

CONFIDENTIAL – BARGAINING UNIT 0051

Job Code	Job Title	A Step Rate	A Step Rate Oct 28, 2014 [1% COLA]	A Step Rate July 7, 2015 [2% COLA]
7403	ACCOUNT CLERK III SENIOR ACCOUNT CLERK CONFIDENTIAL	\$20.73	\$20.94	\$21.36

SALARY RESOLUTION

No. 95-0926

8.9 Premium Pay for Detention & PES/CSU Facilities (Amended 10/21/14)

8.9.1 Detention Facility: An Unrepresented extra-help employee in a classification represented by Engineers and Scientists of California (ESC) who is assigned to work in a detention facility shall receive the premium pay specified in the ESC current contract above the employee's base hourly rate for all hours worked in the detention facility. Only those detention facilities listed in the ESC contract under Section 13.7 (Premium Pay for Detention Facilities) are eligible for this premium.

8.9.2 PES/CSU: Effective 10/14/14, an Unrepresented Extra-Help employee in a classification represented by Engineers and Scientists of California (ESC) who is assigned to work in the Psychiatric Emergency Services/Crisis Stabilization Unit (PES/CSU) shall receive the premium pay specified in the ESC current contract above the employee's base hourly rate for all hours worked in the PES/CSU facility.

[No other changes to this section.]



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 24
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of the County of Sonoma, Board of Directors of the Sonoma County Water Agency

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): Human Resources Department

Staff Name and Phone Number:

Deborah Muchmore (707) 565-2957

Supervisory District(s):

All

Title: Miscellaneous Classification and Compensation Changes – Water Agency

Recommended Actions:

1. Approve a Concurrent Resolution amending the Memorandum of Understanding between the County and SEIU Local 1021, Appendix A – Salary Tables, updating and re-titling the classification specification of Water Agency Programs Specialist to Water Agency Programs Specialist II, and adopting and establishing job classifications and salaries for Water Agency Senior Programs Specialist, Water Agency Programs Specialist I, Water Agency Senior Environmental Specialist, Water Agency Environmental Specialist II, Water Agency Environmental Specialist I, Water Agency Resource Programs Technician II, and Water Agency Resource Programs Technician I, effective October 21, 2014.
2. Approve a Concurrent Resolution amending the Salary Resolution 95-0926, Appendix A – Salary Tables, updating and re-titling the classification specification of Water Agency Division Manager - Environmental Resources to Water Agency Division Manager - Environmental Resources and Public Affairs, Water Agency Governmental Affairs Coordinator to Water Agency Governmental Affairs Manager, Environmental Resources Coordinator to Water Agency Environmental Resources Manager, and Water Agency Chief Engineer to Water Agency Chief Engineer/Director of Groundwater Management and adjusting the salary; adopting and establishing a job classification and salary for Water Agency Principal Environmental Specialist; and approving the updated classification specification of Water Agency Principal Program Specialist, effective October 21, 2014.
3. Approve a Resolution amending the allocation list for the Sonoma County Water Agency to add 4.0 full-time equivalent Water Agency Principal Environmental Specialist, 4.0 full-time equivalent Water Agency Senior Programs Specialist, 7.0 full-time equivalent Water Agency Senior Environmental Specialist, 5.0 Full-Time Equivalent Water Agency Environmental Specialist II, and 4.0 full-time equivalent Water Agency Resource Programs Technician II, positions; and, pursuant to the Water Agency Personnel Policy, Section V, to reclassify and promote incumbents, in 4.0

full-time equivalent Principal Environmental Specialist classifications to Water Agency Principal Environmental Specialist, 5.75 full-time equivalent Senior Environmental Specialist classifications to Water Agency Senior Environmental Specialist, 2.0 full-time equivalent Environmental Specialist classifications to Water Agency Environmental Specialist II; and to delete 4.0 Full-Time Equivalent Principal Environmental Specialist, 9.75 full-time equivalent Senior Environmental Specialist, 3.0 Full-Time Equivalent Environmental Specialist, and 2.0 full-time equivalent Water Agency Public Information Officer allocations, effective October 21, 2014.

Executive Summary:

THE ENVIRONMENTAL RESOURCES AND PUBLIC AFFAIRS DIVISION STUDY

Background:

The Sonoma County Water Agency (Water Agency) initiated an organizational and classification and compensation assessment of the Environmental Resources and Public Affairs Division (ERPAD) in 2012. The Division is made up of two units, one of which is responsible for the governmental and public affairs activities, and a second that is the environmental resources unit. The Water Agency's justification for the assessment was that the Division's organizational structure and position job descriptions had not been examined since the late 1990's or early 2000's; and since that time, natural attrition, the availability of grant funding and legislative initiatives, and considerable changes in the Division's responsibilities have all contributed to a significant difference in how the Division and its positions operate. The workload and responsibilities of the Division have evolved substantially over the years, and the Water Agency was concerned that existing personnel were working beyond their present job classifications.

Water Agency management personnel and Human Resources determined that the scope of this assessment was sizeable enough to warrant retention of a consultant. The Water Agency hired DeLoach & Associates to conduct a review and analysis of the ERPAD's organizational structure and positions. Human Resources then completed the final report, class specifications, and salary recommendations which were provided to the Water Agency and the County Administrator's Office for review and approval.

Specific details of the study can be found in the attached Environmental Resources and Public Affairs Division Organizational Assessment and Classification and Compensation Study Report (Attachment 4).

Organizational Review:

The Consultant's study found that five significant events have contributed to the changes in responsibility and workload of the ERPAD Division:

- 1) The addition of three new fish species under the Federal Endangered Species Act since 1996.
- 2) Issuance of the Russian River Biological Opinion in 2008 by the National Marine Fisheries Service

that mandated implementation of a greatly expanded environmental compliance program.

- 3) Implementation of a new Stream Maintenance Program requiring an increased level of permitting, coordination, and oversight of summer work and youth crews.
- 4) Increased magnitude of public focus on water conservation and efficiency programs fueled by critical water levels and drought conditions.
- 5) Implementation or expansion in scale and/or scope of local and multi-jurisdictional programs and new grant opportunities expected to continue after the current critical water level conditions subside.

As a result of these events, the Consultant’s Study recommended structural changes to remove barriers to entry, create position levels, clarify career paths, and improve training and succession planning within ERPAD.

Classification Study and Salary Recommendations:

The Consultant’s study recommended:

- 1) Establishing eight new Water Agency specific classifications.

- Water Agency Principal Environmental Specialist
- Water Agency Senior Programs Specialist
- Water Agency Programs Specialist I
- Water Agency Senior Environmental Specialist
- Water Agency Environmental Specialist II
- Water Agency Environmental Specialist I
- Water Agency Resource Programs Technician II
- Water Agency Resource Programs Technician I

- 2) Updating five and re-titling four existing Water Agency specific classifications.

Current Job Classification Title	New Job Classification Title	Update Specification
Water Agency Division Manager-Environmental Resources	Water Agency Division Manager – Environmental Resources And Public Affairs	Yes
Water Agency Governmental Affairs Coordinator	Water Agency Governmental Affairs Manager	Yes
Environmental Resources Coordinator	Water Agency Environmental Resources Manager	Yes
Water Agency Programs Specialist	Water Agency Programs Specialist II	Yes
Water Agency Principal Program Specialist	(no change)	Yes

3) Reclassifying incumbents in three classifications to new Water Agency specific classifications.

Old Job Classification	New Job Classification	Incumbents to reclassify
Principal Environmental Specialist	Water Agency Principal Environmental Specialist	4
Senior Environmental Specialist	Water Agency Senior Environmental Specialist	6
Environmental Specialist	Water Agency Environmental Specialist II	2

In order to set the salaries for the eight new classifications, Human Resources first determined appropriate bargaining unit representation pursuant to the County’s Employee Relations Policy. Once the bargaining units had been determined, a market survey was conducted to determine appropriate match classes. Due to an insufficient number of match classifications in our comparator agencies, fewer than five, Human Resources has recommended setting salaries based on internal equity.

Using compensation best practices, Human Resources analyzed compensable factors for all the new classes. Best practice is to set salary at the journey level, using that as a baseline for setting appropriate differentials between the remaining levels in the series. Based on the analysis, the salaries recommendations are shown in the following table.

Classification Title	Barg Unit	Job Class	Proposed Monthly Salary (I-Step)	Ongoing Salary Administration
Water Agency Principal Environmental Specialist	Sal Res	0919	\$9,204	31% above Water Agency Senior Environmental Specialist
Water Agency Senior Environmental Specialist	SEIU	0918	\$7,027	7.5% above Water Agency Environmental Specialist II
Water Agency Environmental Specialist II	SEIU	0917	\$6,536	4% above Environmental Specialist
Water Agency Environmental Specialist I	SEIU	0916	\$5,920	10% Differential with Water Agency Environmental Specialist II
Water Agency Senior Programs Specialist	SEIU	0984	\$6,714	7.5% above Water Agency Programs Specialist II
Water Agency Programs Specialist I	SEIU	0915	\$5,675	10% Differential with Water Agency Programs Specialist II
Water Agency Resource Programs Technician II	SEIU	0914	\$4,733	20% below Water Agency Programs Specialist I
Water Agency Resource Programs Technician I	SEIU	0913	\$4,301	10% below Water Agency Programs Specialist II

Human Resources and S.E.I.U. have met, conferred, and have agreed upon the impacts of reclassifying incumbents, establishing the new classifications and salaries, and updating the classification specifications as recommended in the Consultant's study. The Water Agency General Manager, Human Resources, and the County Administrator's Office concur with the recommendations as presented.

As the Water Agency is not subject to Civil Service Rules, no Civil Service approval was required for the study recommendations.

Fiscal Impacts And Justification For Additional Allocations:

Since the study was initiated the Water Agency has refrained from making permanent organizational changes to the Division and instead has held a number of vacancies, utilized extra help, and under filled allocations, pending the outcome and recommendations of the study and in anticipation of new job classes better suited to the current duties. Following completion of the study and amendments to job classification descriptions, Water Agency management reviewed the organizational structure, work load demands, and extra-help usage in the Division. As a result, a number of allocation changes are recommended (Attachment 5 – Allocation Resolution, and Attachment 6 - Proposed Organizational Structure).

These changes include the budget reduction equivalent to 10 extra-help positions; some of the positions have been used on a full time basis since the study was initiated. To determine the number of regular staff positions, the Water Agency analyzed the extra-help hours employed and evaluated the cost efficiencies gained by utilizing regular staff instead of extra-help staff who are required to take periodic breaks in service. Other changes reflect better aligning positions with the duties and levels of responsibilities required, addressing workload and capacity needs, deleting unnecessary vacancies, and creating careers paths in the Agency by the addition of entry- and lead level positions. The net result of the organizational changes proposed is an addition of 5.25 regular full-time equivalents. The costs associated with the addition of regular positions and other allocations adjustments are largely offset by the reduction in extra-help usage, as well as current year salary savings resulting from the vacancies held to date, and increased grant funding, as approved by the Board on August 19, 2014 as part of the Sonoma-Mendocino Immediate Drought Relief Project.

THE CHIEF ENGINEER STUDY

Background:

On September 16, 2014, the Governor signed a package of bills that significantly change groundwater management in order to secure California's water future. Under this landmark legislation, basins will be evaluated based on a set of criteria that ranks their priority. The legislation requires that a "groundwater sustainability plan," be developed within seven years for the medium and high priority

basins (which include Santa Rosa Plain, Sonoma Valley, Petaluma basins, and Ukiah Valley Basin in Mendocino County), or that it be demonstrated that the basins are being managed sustainably under the existing plan. Within 20 years, quantifiable sustainability goals must be developed, and a local groundwater sustainability agency must be formed by June 30, 2017, for each basin. In order to maintain local control, local agencies must develop or implement sustainability plans within the legislative timelines.

The Water Agency Chief Engineer (WACE) is the position responsible for groundwater matters at the Water Agency. With this new legislation, the position will be responsible for leading the efforts to develop, implement, and manage the required changes, and will also play a critical role in regional planning. Therefore, due to the criticality of the WACE's duties regarding groundwater sustainability, the Water Agency requested a review of the classification and its salary.

Human Resources reviewed the WACE classification, and based on the analysis, has updated the job specification to reflect the increased responsibilities of overall interpretation, planning, implementation, management, and direction related to the new legislation's impacts on the Water Agency and partner agencies; and of functioning as lead and subject matter expert in the field, as well as for impacted stakeholders and other government agencies. The position is being retitled to Water Agency Chief Engineer/Director of Groundwater Management to reflect the significantly increased responsibility and role of the position in addition to the core function of Engineering Services. Additionally, minimum qualifications now require a Master's level degree in a related field of engineering, as well as a change from five to seven years of experience with Water systems, wastewater systems, environmental impacts, and groundwater sustainability programs.

For further details, please see the Human Resources' Classification and Compensation Study of Water Agency Chief Engineer, Attachment 6.

Salary Recommendation:

Human Resources recommends increasing the top step of the salary range for the position by approximately 16% from \$13,737 monthly to \$15,926 monthly based on the increased responsibilities of the position. This salary increase is also supportable by the market data.

Fiscal Impact:

The fiscal impact of the new salary for the Water Agency Chief Engineer/Director of Groundwater Management will be \$28,019 in the current fiscal year.

Prior Board Actions:

December 11, 2012: Board adopted a resolution amending the department allocation list for the Sonoma County Water Agency adding 5.0 FTE of management level positions in the Environmental

Resources and Public Affairs Division.

Strategic Plan Alignment Goal 3: Invest in the Future

The changes proposed in the classification study and the organizational structure of the ERPAD Division will better align the Agency to successfully complete current and future work, provide career opportunities for internal and new staff, and create a sustainable structure going forward.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 84,442	Water Agency Gen Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$ 84,442
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 84,442	Total Sources	\$ 84,442

Narrative Explanation of Fiscal Impacts (If Required):

The current FY costs associated with the classification study, salary amendments, and allocation changes totals \$84,442. Current year costs will be funded through salary savings, reduction of extra-help usage, and increased grant funding (Board approved August 19, 2014). The ongoing annualized costs of these position changes are estimated to be \$103,251, which will be funded ongoing through expected revenue increases and continued grant funds which support a significant portion of the projects in this Division.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Water Agency Senior Programs Specialist	\$5,522-\$6,714	4.0	0.0
Water Agency Resource Programs Technician II	\$3,892-\$4,733	4.0	0.0
Water Agency Principal Environmental Specialist	\$7,571-\$9,204	4.0	0.0
Principal Environmental Specialist	\$7,288-\$8,860	0.0	4.0
Water Agency Senior Environmental Specialist	\$5,781-\$7,027	7.0	0.0
Senior Environmental Specialist	\$5,557-\$6,755	0.0	9.75
Water Agency Environmental Specialist II	\$5,378-\$6,536	5.0	0.0

Environmental Specialist	\$5,169-\$6,234	0.0	3.0
Water Agency Public Information Officer	\$6,367-\$7,740	0.0	2.0
	TOTALS	24	18.75

Narrative Explanation of Staffing Impacts (If Required):

As described above, the allocations changes recommended include the addition of permanent staff to replace ongoing, persistent extra-help staff; better align current duties with newly updated and available job classifications; and create career paths and succession planning opportunities within the unit.

Attachments:

1. Concurrent Resolution Amending the S.E.I.U. M.O.U. Appendix A – Salary Tables, with Exhibit A and Exhibit B.
2. Concurrent Resolution Amending the Salary Resolution 95-0926, Appendix A – Salary Tables, with Exhibit C.
3. Resolution Amending the Allocation List for the Sonoma County Water Agency.
4. Consultant’s ERPAD Classification and Compensation Study Report and Exhibits.
5. Proposed ERPAD Final Organizational Chart.
6. Chief Engineer Report and Exhibit.

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

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County of Sonoma
State of California

Date: October 21, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

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 Amending The Memorandum Of Understanding Between The County And SEIU Local 1021, Appendix A – Salary Tables, Updating And Re-titling The Classification Specification Of Water Agency Programs Specialist To Water Agency Programs Specialist II; and Adopting And Establishing Job Classifications And Salaries For Water Agency Senior Programs Specialist, Water Agency Programs Specialist I, Water Agency Senior Environmental Specialist, Water Agency Environmental Specialist II, Water Agency Environmental Specialist I, Water Agency Resource Programs Technician II, And Water Agency Resource Programs Technician I, Effective October 21, 2014.

Whereas, Human Resources has reviewed and concurs with a consultant’s study of the Environmental Resources and Public Affairs Division of the Sonoma County Water Agency and the resulting recommendation to update and re-title the classification specification of Water Agency Programs Specialist to Water Agency Programs Specialist II; and

Whereas, Human Resources has reviewed and concurs with the consultant’s recommendations to expand the Water Agency Programs Specialist Series to include an entry and a senior level, and to create a new Water Agency Environmental Specialist series, establishing the following classifications and salaries outlined in the table below; and

New Job Classification Title	Salary Range
Water Agency Senior Programs Specialist	3175
Water Agency Programs Specialist I	2685
Water Agency Senior Environmental Specialist	3324
Water Agency Environmental Specialist II	3092
Water Agency Environmental Specialist I	2801
Water Agency Resource Programs Technician II	2238
Water Agency Resource Programs Technician I	2034

Whereas, Human Resources has determined the new classifications shown in the table

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above are non-exempt in accordance with the Fair Labor Standards Act; and

Whereas, The County presented a salary proposal and offered to meet and confer on the impacts of the Consultant’s study recommendations to establish new classifications and salaries for the job classifications represented by SEIU, Local 1021 in accordance with Government Code 3500, resulting in a Letter of Agreement signed by SEIU (Exhibit A), establishing the new job classifications and salaries as listed in the table above and attached in Exhibit B; and

Whereas, Human Resources, the General Manager of the Sonoma County Water Agency and the County Administrator’s Office are in agreement with the recommendations.

Now, Therefore, Be It Resolved that the job classification of Water Agency Programs Specialist be updated and re-titled specification to Water Agency Programs Specialist II, and the new job classifications and salaries of Water Agency Senior Programs Specialist, Water Agency Programs Specialist I, Water Agency Senior Environmental Specialist, Water Agency Environmental Specialist II, Water Agency Environmental Specialist I, Water Agency Resource Programs Technician II, and Water Agency Resource Programs Technician I be established and adopted; and that the Memorandum of Understanding between the County and SEIU Local 1021, Salary Table – Attachment A, be amended to reflect the new titles and salary ranges, as set forth in Exhibit B.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

LETTER OF AGREEMENT

COUNTY of SONOMA

AND

Service Employees International Union

Adoption by the Board of Supervisors of the County of Sonoma

This Letter of Agreement entered into by Service Employees International Union Bargaining Unit, hereinafter referred to as "SEIU", and the County of Sonoma, hereinafter referred to as "County", has as its purpose to establish the salary range for the following new classes:

<u>CLASS</u>	<u>CLASS TITLE</u>	<u>SALARY RANGE</u>	<u>EFFECTIVE</u>
0984	Water Agency Senior Programs Specialist	3175	10/21/2014
0915	Water Agency Programs Specialist I	2685	10/21/2014
0918	Water Agency Senior Environmental Specialist	3324	10/21/2014
0917	Water Agency Environmental Specialist II	3092	10/21/2014
0916	Water Agency Environmental Specialist I	2801	10/21/2014
0914	Water Agency Resource Programs Technician II	2238	10/21/2014
0913	Water Agency Resource Programs Technician I	2034	10/21/2014

1. This Letter of Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.
2. No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the Board of Supervisors of the County of Sonoma.
3. The waiver of any breach, term or condition of this Letter of Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Date: 9/25/14 Irene Rosario
 Irene Rosario, Service Employee International Union

Date: 9/25/14 Wendy Macy
 Wendy Macy, Human Resources Director

SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 1021

**Appendix A
Salary Tables**

SERVICE AND TECHNICAL SUPPORT NON-SUPERVISORY – BARGAINING UNIT 0005

Job Code	Job Title	A-Step 10/21/14
0916	Water Agency Environmental Specialist I	2801
0917	Water Agency Environmental Specialist II	3092
0915	Water Agency Programs Specialist I	2685
0981	Water Agency Programs Specialist	2953
0981	Water Agency Programs Specialist II	2953
0913	Water Agency Resource Programs Technician I	2034
0914	Water Agency Resource Programs Technician II	2238
0918	Water Agency Senior Environmental Specialist	3324
0984	Water Agency Senior Programs Specialist	3175



County of Sonoma
State of California

Date: October 21, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

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 Amending The Salary Resolution 95-0926, Appendix A – Salary Tables, Updating And Re-titling The Classification Specification Of Water Agency Division Manager - Environmental Resources To Water Agency Division Manager - Environmental Resources And Public Affairs, Water Agency Governmental Affairs Coordinator To Water Agency Governmental Affairs Manager, Environmental Resources Coordinator To Water Agency Environmental Resources Manager, And Water Agency Chief Engineer to Water Agency Chief Engineer/Director of Groundwater Management And Adjusting the Salary; Adopting And Establishing A Job Classification And Salary For Water Agency Principal Environmental Specialist; And Approving The Updated Classification Specification Of Water Agency Principal Program Specialist, Effective October 21, 2014.

Whereas, Human Resources has reviewed and concurs with a consultant's study of the Environmental Resources and Public Affairs Division of the Sonoma County Water Agency and the resulting recommendation to update and re-title the classification specifications as outlined in the table below; and

Current Job Classification Title	New Job Classification Title
Water Agency Division Manager- Environmental Resources	Water Agency Division Manager – Environmental Resources And Public Affairs
Water Agency Governmental Affairs Coordinator	Water Agency Governmental Affairs Manager
Water Agency Environmental Resources Coordinator	Water Agency Environmental Resources Manager
Water Agency Chief Engineer	Water Agency Chief Engineer/Director of Groundwater Management

Whereas, Human Resources has reviewed and concurs with the consultant's recommendation to establish and adopt a classification and salary for the new exempt position of Water Agency Principal Environmental Specialist; and

Whereas, Human Resources has determined that the new classification of Water Agency Principal Environmental Specialist is an exempt classification in accordance with

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Date:

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the Fair Labor Standards Act; and

Whereas, Human Resources has reviewed and concurs with the consultant's recommendation to update the specification of Water Agency Principal Programs Specialist; and

Whereas, Human Resources conducted a study of the Water Agency Chief Engineer and recommends the specification be updated in light of the increase in scope and complexity of the revised job classification, and the salary be set at range 7533; and

Whereas, Human Resources, the General Manager of the Sonoma County Water Agency, and the County Administrator's Office are in agreement with the recommendations.

Now, Therefore, Be It Resolved that the job classification specifications be updated and re-titled for Water Agency Division Manager Environmental Resources to Water Agency Division Manager – Environmental Resources and Public Affairs, Water Agency Governmental Affairs Coordinator to Water Agency Governmental Affairs Manager, Environmental Resources Coordinator to Water Agency Environmental Resources Manager and Water Agency Chief Engineer to Water Agency Chief Engineer/Director of Groundwater Management and the salary be adjusted; the job classification specification and salary of Water Agency Principal Environmental Specialist be adopted and established; that the job classification specification of Water Agency Principal Programs Specialist be updated; and that the Salary Resolution 95-0926, Salary Table – Appendix A be amended to reflect the new titles and salary ranges, as set forth in Exhibit C.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

SALARY RESOLUTION 95-0926**Appendix A
Salary Tables****ADMINISTRATIVE MANAGEMENT – BARGAINING UNIT 0050**

Job Code	Job Title	A-Step 10/21/14
0996	Environmental Resources Coordinator	4822
0996	Water Agency Environmental Resources Manager	4822
1019	Water Agency Chief Engineer	6498
1019	Water Agency Chief Engineer/Director of Groundwater Management	7533
0994	Water Agency Division Mgr Environmental Resources	5544
0994	Water Agency Division Mgr – Environmental Resources and Public Affairs	5544
0911	Water Agency Governmental Affairs Coordinator	4818
0911	Water Agency Governmental Affairs Manager	4818
0919	Water Agency Principal Environmental Specialist	4353



County of Sonoma
State of California

Date: October 21, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

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 Amending The Allocation List For The Sonoma County Water Agency To Add 4.0 Full-Time Equivalent Water Agency Principal Environmental Specialist, 4.0 Full-Time Equivalent Water Agency Senior Programs Specialist, 7.0 Full-Time Equivalent Water Agency Senior Environmental Specialist, 5.0 Full-Time Equivalent Water Agency Environmental Specialist II, And 4.0 Full-Time Equivalent Water Agency Resource Programs Technician II Positions; And , Pursuant To The Water Agency Personnel Policy, Section V, To Reclassify And Promote Incumbents In 4.0 Full-Time Equivalent Principal Environmental Specialist Classifications To Water Agency Principal Environmental Specialist, 5.75 Full-Time Equivalent Senior Environmental Specialist Classifications To Water Agency Senior Environmental Specialist, And 2.0 Full-Time Equivalent Environmental Specialist Classifications To Water Agency Environmental Specialist II; And To Delete 4.0 Full-Time Equivalent Principal Environmental Specialist, 9.75 Full-Time Equivalent Senior Environmental Specialist, 3.0 Full-Time Equivalent Environmental Specialist, And 2.0 Full-Time Equivalent Water Agency Public Information Officer Allocations, Effective October 21, 2014.

Whereas, it is the County's typical practice to allocate at the highest alternate level in a class series; and

Whereas, Human Resources has reviewed and concurs with a consultant's study of the Environmental Resources and Public Affairs Division of the Sonoma County Water Agency and resulting recommendations to add allocations for new classifications as outlined in the table below; and

New Job Classification Title	Salary Range	Allocations to Add
Water Agency Principal Environmental Specialist	4353	4.0
Water Agency Senior Environmental Specialist	3324	5.75
Water Agency Environmental Specialist II	3092	2.0

Whereas, the Sonoma County Water Agency requests the following additional allocation

Resolution #

Date:

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changes to meet business needs as outlined in the table below; and

New Job Classification Title	Salary Range	Allocations to Add
Water Agency Senior Programs Specialist	3175	4.0
Water Agency Senior Environmental Specialist	3324	1.25
Water Agency Environmental Specialist II	3092	3.0
Water Agency Resource Programs Technician II	2238	4.0

Whereas, Human Resources has reviewed and concurs with a consultant's study of the Environmental Resources and Public Affairs Division of the Sonoma County Water Agency and resulting recommendations to reclassify and promote incumbents in the classifications outlined in the table below; and

Old Job Classification	New Job Classification	Incumbents to reclassify
Principal Environmental Specialist	Water Agency Principal Environmental Specialist	4
Senior Environmental Specialist	Water Agency Senior Environmental Specialist	6
Environmental Specialist	Water Agency Environmental Specialist II	2

Whereas, Human Resources has reviewed and concurs with a consultant's study and the Agency's request to delete 4.0 full-time equivalent Principal Environmental Specialist, 9.75 full-time equivalent Senior Environmental Specialist, 3.0 full-time equivalent Environmental Specialist, and 2.0 full-time equivalent allocations of Public Information Officer allocations; and

Whereas, Human Resources met and conferred with SEIU and discussed the impacts of the reclassifications and Human Resources, SEIU, the Sonoma County Water Agency, and the County Administrator's Office are agreement with the recommendations.

Now Therefore, Be It Resolved that four (4) Principal Environmental Specialists reclassified to Water Agency Principal Environmental Specialist, six (6) Senior Environmental Specialists will be reclassified to Water Agency Senior Environmental Specialist, and two (2) Environmental Specialists will be reclassified to Water Agency Environmental Specialist II; and

Be It Further Resolved that the Department Allocation Table of the Sonoma County Water Agency is hereby revised as follows, effective October 21, 2014:

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Date:

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Budget Fund	Job Class	Class Title	Existing Positions in Class	Change in Position Allocation	New Total Allocation for Class	Duration/End Date	Salary Range
14015	0984	Water Agency Senior Programs Specialist	0.0	4.0	4.0	Ongoing	3175
14015	0919	Water Agency Principal Environmental Specialist	0.0	4.0	4.0	Ongoing	4353
14015	0992	Principal Environmental Specialist	4.0	(4.0)	0.0	Ongoing	4190
14015	0918	Water Agency Senior Environmental Specialist	0.0	7.0	7.0	Ongoing	3324
14015	0990	Senior Environmental Specialist	9.75	(9.75)	0.0	Ongoing	3195
14015	0917	Water Agency Environmental Specialist II	0.0	5.0	5.0	Ongoing	3092
14015	0988	Environmental Specialist	3.0	(3.0)	0.0	Ongoing	2972
14015	0914	Water Agency Resource Programs Technician II	0.0	4.0	4.0	Ongoing	2238
14015	0908	Water Agency Public Information Officer	3.0	(2.0)	1.0	Ongoing	3661

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

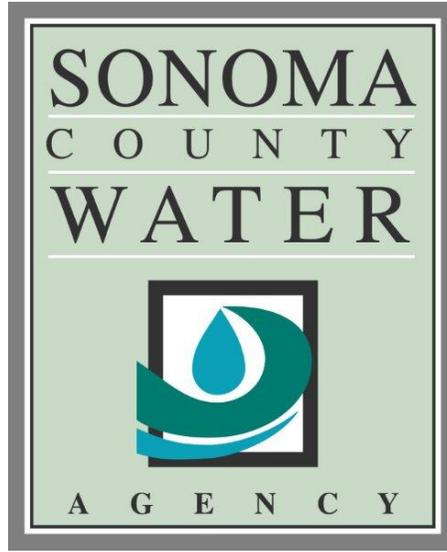
Ayes:

Noes:

Absent:

Abstain:

So Ordered.



Environmental Resources and Public Affairs Division

Organizational Assessment and Classification and Compensation Study

Project Team

Grant Davis, General Manager
Renee Webber, ERPAD Manager

Robert A. DeLoach, Consultant
DELOACH & Associates, Inc.



**Environmental Resources & Public Affairs Division
Classification Study**

Background -

This project includes both an organizational assessment of the Environmental Resources and Public Affairs Division (ERPAD) of the Sonoma County Water Agency, and a classification and compensation assessment of all of the classifications used in the ERPAD. At the time of this study, the ERPAD was allocated 32.75 Full-Time Equivalent (FTE) positions with a wide range of responsibilities including environmental compliance monitoring and permitting, natural resource management and operations, legislative and governmental affairs, and public affairs which includes conservation and public education. The Division is led by a Division Manager who provides executive oversight and leadership to the Division, reporting directly to the General Manager. The Division is made up of two units, one of which is responsible for the governmental and public affairs activities, and a second that is the environmental resources unit; each is overseen by Water Agency Coordinator positions. Attachment A reflects the makeup of the ERPAD at the outset of the study.

While this organizational assessment and classification/compensation study was underway, a need for additional management level positions, using existing job classifications, was identified to address the imminent capacity and workload concerns of the ERPAD. A request for the additional positions was submitted and approved by the Water Agency Board of Directors on December 11, 2012, which expanded the unit by adding 1.0 FTE Water Agency Environmental Resources Coordinator, 2.0 FTE Principal Environmental Specialists, and 2.0 FTE Principal Program Specialists. As a result, recruitments were conducted to fill the new positions and a number of individuals were promoted, including several whose positions were reviewed during the course of this study. Attachment B reflects the organizational chart with these positions and the changes in the Division's structure.

The Water Agency initiated this organizational and classification/compensation review of the ERPAD, with the justification that the Division's organizational structure and position job descriptions have not been examined since the late 1990's or early 2000's. Since that time, natural attrition, the availability of grant funding and legislative initiatives, and considerable changes in the Division's responsibilities have all contributed to a significant difference in how the Division and its positions operate. The workload and responsibilities of the Division have undergone significant changes over the years, and Water Agency executive management are concerned that existing personnel are working beyond their present job classifications.

Five significant events have contributed to the changes in responsibility and workload of the Division prompting a re-examination of the mission and importance of key programs within the Water Agency.

1. Between 1996 and 2000, three new fish species were listed under the Federal Endangered Species Act: coho salmon, Chinook salmon, and steelhead trout, resulting in an assessment of the Water Agency's operations and its potential impacts on these species.
2. In 2008 the Water Agency was issued the Russian River Biological Opinion under Section 7 of the Federal Endangered Species Act, which mandates implementation of an expanded environmental compliance program including:
 - o Substantial monitoring of fisheries, aquatic species, water quality, and marine mammals throughout the Russian River watershed;
 - o Design and implementation of large scale fish habitat restoration projects such as a fish ladder and fish screens at the diversion facilities;

- Increased coordination with regulatory agencies to get their input and approval of restoration, monitoring, and data collection and reporting, and then acquiring the necessary permits for program and project implementation activities;
 - Increased activities pursuing legislative authorities and funding at the State and Federal levels to implement the above programs and projects;
 - A higher demand and increase in activities related to public outreach; and
 - An increase in the number and complexity of reports and documents related to fisheries monitoring, water use efficiency, water quality, stream flows, and more as required by the State Water Resources Control Board.
3. Implementation of a new Stream Maintenance Program, requiring an increased level of permitting and coordination as well as oversight of summer work crews such as the Sonoma Youth Ecology Corps Program.
 4. An increase in the magnitude of and public focus on water conservation and efficiency programs and efforts over the last few years, fueled by critical water levels and the current and continuing drought as well as increased public awareness of water resource needs, environmental impacts and sustainability.
 5. Implementation or expansion in scale and/or scope of local and multijurisdictional programs and new grant opportunities expected to continue after the current critical water level conditions subside such as expanded public outreach due in part to reduced water supply availability for Water Use Efficiency and Water Education programs including:
 - Creation, redesign and maintenance of an Agency website;
 - Social media outreach;
 - Multi-cultural community outreach;
 - Annual water conservation/water use efficiency programs;
 - Emergency response work and coordination;
 - Expanded youth and community education program;
 - State mandate for 20% water conservation by 2020, Senate Bill 7X-7;
 - Establishment of Sonoma-Marin Saving Water Partnership;
 - Sonoma-Mendocino Immediate Drought Relief Program;
 - High-Efficiency Fixture Direct-Install Program;
 - Cash for Grass Turf Rebate Program.

Many of these new programs and responsibilities have resulted in the need for increased public and community outreach and coordination, as well as support for additional environmental programs now undertaken by the ERPAD.

As a result of the significant changes the Division has undergone, and Human Resources' workload and limited capacity, Water Agency management personnel and Human Resources determined that the scope of this organizational review was sizeable enough to warrant retention of a consultant. The Water Agency hired DeLoach & Associates to conduct a review and analysis of the ERPAD's organizational structure and positions. Human Resources then completed the final report and class specifications, which were provided to the Water Agency and the County Administrator's Office.

Methodology -

The consultant interviewed 26 full-time and 8 part-time extra help employees occupying 9 different job classifications. The review included the following:

- Review of the study request for the ERPAD;
- Review of the ERPAD organizational makeup;
- Review of the Position Description Questionnaire (PDQ) completed by incumbents in each classification;
- Comparison review and analysis of classification request, PDQ for each employee, with job audit for specific positions;
- Interviews with the Water Agency General Manager, W.A. Division Manager-Environmental Resources and Public Affairs, the W.A. Principal Environmental Specialists and the W.A. Governmental Affairs Coordinator regarding the position classifications and job audit findings;
- Review of the current classification specifications for each position in the ERPAD; and
- Workload and impact analysis of “Extra Help” staff support on current operations.

Findings/Recommendations -

The ERPAD is a highly productive unit. The quantity and complexity of many of the programs and projects undertaken are reflective of the professionalism and technical expertise of the staff involved. The majority of employees interviewed understand the mission and objectives of the Water Agency. Many of the programs managed by the ERPAD are State and Federally mandated, and thus the volume and complexity of the programs and projects within the ERPAD is extremely high, potentially impacting the quality of work.

Below are the findings and recommendations for each classification or class series related to the ERPAD, beginning with the Division Manager and ending with the proposed organizational chart of the Division.

Water Agency Division Manager – Environmental Resources

The Water Agency Division Manager – Environmental Resources position reports directly to the Water Agency General Manager, and is the Division’s Manager, responsible for directing managers and their subordinates in environmental review and community and governmental outreach activities in support of the Division’s programs. The Division Manager, through staff, is also responsible for the design and implementation of restoration, monitoring, and habitat assessment projects; environmental programs as required by federal, state and local laws and ordinances; and water conservation and water education programs.

The study concluded that this position exercises considerable discretion and independent judgment in the prioritization and coordination of the Division’s goals and objectives, and that it is functioning within the scope of the position’s current classification. The Consultant recommends no change be made in the position’s classification, but recommends the job specification be updated and re-titled to Water Agency Division Manager – Environmental Resources and Public Affairs to accurately reflect the current duties of the position and to more accurately describe the breadth of its authority.

The ERPAD's Public Affairs Unit

Governmental Affairs Coordinator

The Governmental Affairs Coordinator classification reports to the Division Manager, and is a multi-section manager responsible for directing subordinates in activities related to public affairs and water resource management activities. The Governmental Affairs Coordinator position is unique in that it has a dual reporting relationship with the Division Manager and the General Manager. The position has a staff of 12.0 FTE, and is responsible for managing community relations/outreach, media relations, internal communications, federal and state legislative coordination, water use efficiency, water education, and other strategic programs. In this capacity, the position works closely with the Division Manager and General Manager in the reallocation and transition of programmatic responsibilities of the Principal Programs Specialist positions.

The study concluded that this position is working within the scope of the current classification and the PDQ supports these findings. The consultant recommends updating the classification specification to modernize the language and to reflect the proposed new structure. Additionally, a title change to Water Agency Governmental Affairs Manager has been recommended as it would more accurately describe this position's level within the organization.

Public Information Officer/Water Agency Principal Programs Specialist

When this study began, the Governmental Affairs unit had 2.0 FTE Public Information Officer and 2.0 FTE Water Agency Principal Programs Specialist allocations which reported to the Water Agency Governmental Affairs Coordinator. The December 2012 allocation changes approved by the Board of Directors included the addition of 2.0 FTE Water Agency Principal Programs Specialist allocations. A county promotional recruitment was conducted in March 2013, and both of the Public Information Officers were promoted to Water Agency Principal Programs Specialists.

The Water Agency Principal Program Specialists are program managers responsible for developing complex, strategic, public affairs policies and procedures, as well as communications, in support of Water Agency objectives. These positions also monitor state and federal legislative activities and community outreach. As the Water Agency Principal Programs Specialist classifications were recently added with Human Resources' concurrence, the consultant finds these positions are still appropriately classified. The consultant does however recommend updating the job specification to reflect current language, the position's supervisory duties, and the new organizational structure.

Water Agency Programs Specialist Series

The Water Agency Program Specialists report to Water Agency Principal Program Specialists and are responsible for developing and implementing the Water Agency's public information and public outreach programs, water conservation, water education, and/or governmental affairs programs. Employees in these journey level positions work with minimal supervision and have direct contact with various community groups, public officials, and staff members of other agencies, educators, students, and Water Agency staff in implementing program components. Typical duties of the position include planning, developing, and implementing communication multi-media programs including social media and other methods to increase public awareness of water use efficiency, pollution prevention and watershed protection. New programmatic support duties have also been added due to the implementation of mandated environmental programs within the Water Agency, such as the Russian

River Biological Opinion, the Stream Maintenance Program, and the expansion of the Sonoma Youth Ecology Corps Program.

To successfully and fully perform the functions of this journey level class it is necessary for an individual, upon entry, to possess a significant amount of related programmatic knowledge and experience.

To create a training and succession plan within these specialty positions, maintain consistency within the organizational structure, and meet the needs of current and future Water Agency and County programs and projects, the consultant recommends that a Water Agency Programs Specialist series be created.

It is recommended that the current Water Agency Programs Specialist classification be expanded to recognize the broadened areas of responsibility, include the requirements of increased education, field experience, and complexity of responsibilities and be re-titled to Water Agency Programs Specialist II with the current 7.0 FTE Water Agency Programs Specialist incumbents retained at this new journey level classification. Furthermore, the consultant recommends a new entry level Water Agency Programs Specialist I classification be established. This will provide individuals with an opportunity to learn the body of work under the guidance and assistance of more senior Public Affairs staff, in order to attain the knowledge and skill set necessary to alternately promote to the full journey level upon meeting the qualifications.

Additionally, due to the increased focus on public outreach, and the number and magnitude of ongoing programs, projects, and grant opportunities related to critical water supply issues, including the current and continuing drought conditions and water conservation and efficiency efforts, it is recommended that a new Water Agency Senior Programs Specialist classification be created. The addition of this new higher level classification will provide the leadership and coordination necessary for collaboration with outside entities and management of programs and projects that cross jurisdictional boundaries. This classification is intended to be the lead worker in the Programs Specialist series by acting as project manager for one or more multi-jurisdictional projects or programs, collaborating with municipalities, special districts, outside agencies and leading the work of lower level classifications. This structure is consistent with that of the Environmental Resources Unit of the division.

The ERPAD's Environmental Resources Unit

Environmental Resources Coordinator

When this study began, the unit had one Environmental Resources Coordinator position. Due to the retirement of the incumbent in 2011, two Principal Environmental Specialists, the subordinate positions, assumed many of the responsibilities of the Coordinator. In December 2012, the Board of Directors approved adding a second Environmental Resources Coordinator allocation to the unit. A department promotional recruitment was conducted and the Water Agency promoted two Principal Environmental Specialists to Environmental Resources Coordinators in May 2013.

The Environmental Resources Coordinators report to the Division Manager, and have broad responsibilities for overall programmatic, operation, budget, and supervisory control over an assigned area. While both Environmental Resources Coordinators have responsibilities for implementation of different components of the Russian River Biological Opinion and they closely coordinate field and office

work to maximize staff efficiency, there is a division of duties that follows along Water Agency business lines as follows: the Environmental Resources Coordinator over Restoration and Capital Improvement Projects manages teams performing fisheries and other aquatic and biological data collection and research, design and implementation of primarily riparian and in-stream restoration projects, and environmental documentation preparation and permit compliance for capital improvement projects for water supply, flood control, and sanitation facilities. The Environmental Resource Coordinator over Operations, Maintenance and Long-term Planning manages teams performing biological and water quality data collection and research, preparation of environmental documents under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act, and permitting compliance under environmental regulations including the federal Clean Water Act, and the California and Federal Endangered Species Acts. These positions also have a high level of interaction with both the Division Manager and the General Manager.

In reviewing these positions, the Consultant found that the classification continues to be appropriate for the body of work being performed, but recommends the job specification be updated and re-titled to reflect current language, the classification's management duties, the organizational structure, and to clarify that it is a Water Agency position.

Principal Environmental Specialist

The Principal Environmental Specialist classification is part of the Environmental Specialist series, which includes: Principal Environmental Specialist, Senior Environmental Specialist, and Environmental Specialist. Positions in the Environmental Specialist series are used at both the Water Agency and the County's Permit and Resource Management Department (PRMD). The Consultant did not conduct a review of the positions in PRMD as that was outside the scope of this study.

The Principal Environmental Specialists at the Water Agency are managers who coordinate, plan, organize, and review the work of staff who are responsible for analyzing and reporting the effects on the environment of public and private construction projects and, designing and implementing mitigation measures, restoration, monitoring, and habitat assessment projects and programs as required by federal, state and local laws and ordinances. The Principal Environmental Specialist is distinguished from the Senior Environmental Specialist, which is not assigned direction of a functional unit within the Division, but may serve in a lead capacity or serve as a technical expert in a particular area. The class differs from the Environmental Resources Coordinator in that the latter has leadership responsibility over multiple sections.

The consultant notes all levels of Environmental Specialist positions at the Water Agency have become specialized due to the overall expansion of programmatic responsibilities in the division caused by the addition of new fish species being listed under the Federal Endangered Species Act, and an assessment of the Water Agency's operations and its impacts on such species. Additionally, the issuance of the Russian River Biological Opinion, implementation of the new Stream Maintenance Program and the increased level of permitting coordination and oversight of summer work crews, greatly expanded the environmental compliance program requirements. Incumbents in the series are required to address specific issues related to the management of natural resources in compliance of federal, state, and local laws and regulations, which relate directly to the need to meet and/or exceed the detailed criteria for the protection and enhancement of the environment, as well as public health and public safety concerns. Other duties include closely monitoring compliance with the Federal Environmental Protection Agency's Clean Water Act, the Federal and State Endangered Species Act, the Marine

Mammal Protection Act, the State Water Resources and Water Quality Control Boards, and the State Department of Environmental Health. Ongoing collaboration with permitting compliance and biological monitoring related to the operation of water supply, flood control, stream maintenance, sanitation, and reclamation facilities in maintenance operations is also required. The incumbents are also responsible for emergency response activities, which include the documentation, monitoring, and reporting of environmental impacts resulting from spills and overflows.

In the past, Human Resources has recommended establishing a new classification, or series, when a position becomes specialized in nature and is no longer in alignment with the duties, knowledge, and abilities listed in the specification. Examples include the establishment of Water Agency specific classifications for Water Agency Land Surveyor, the Water Agency Engineering series, and the Water Agency Maintenance Worker series. Based on the consultant's findings the current Environmental Specialist specifications do not adequately address the Water Agency specific duties, and the specifications no longer accurately represent the scope and complexity of the work being performed at the Water Agency. Therefore, the consultant recommends that a new Water Agency Environmental Specialist series, including Water Agency Principal Environmental Specialist, be established.

The consultant also recommends reclassifying the 4.0 FTE Principal Environment Specialist incumbents to the equivalent level Water Agency Principal Environmental Specialist classification pursuant to Article V of the Water Agency's Personnel Policy.

Senior Environmental Specialist

The Senior Environmental Specialist is the most advanced non-management position in the Environmental Specialist series. The Senior Environmental Specialist is responsible for advanced programmatic oversight and for analyzing and reporting the effects on the environment of both public and private projects as required by federal, state, and local laws and ordinances. Incumbents may be assigned to assist with planning, scheduling, and training other employees, or may be required to have specific specialized expertise in fish and wildlife, botanical, wetland resources, soils morphology, or arboriculture/vegetation. The studied position is responsible for developing and making environmental mitigation recommendations, and performing complex and specialized research and analysis of short term, long term, and cumulative environmental impacts resulting from construction of projects which include the preparation of environmental documentation and environmental impact reports, initial studies, and other requirements under state and federal environmental reporting guidelines. The Senior Environmental Specialist also prepares and makes presentations to the Board of Directors, Public Policy Facilitating Committee, State Water Resources and Water Quality Control Boards, and other agencies or governing bodies.

Similar to the Principal Environmental Specialist recommendation, as a result of this study, the consultant recommends that a new classification of Water Agency Senior Environmental Specialist be created to accurately describe the positions' Water Agency specific duties, its level of oversight, and the proposed new organizational structure. The consultant also recommends reclassifying 5.75 FTE Senior Environment Specialist incumbents to the equivalent level Water Agency Senior Environmental Specialist classification pursuant to Article V of the Water Agency's Personnel Policy.

Environmental Specialist

The Environmental Specialist positions are responsible for performing a variety of tasks, including administrative functions in support of environmental review of water related infrastructure and

environmental restoration and mitigation projects. A significant portion of the studied positions' time is spent on assisting with environmental document preparation and in the preparation, submission, and obtaining of federal, state, and local permits for Water Agency projects. This classification requires a working knowledge of federal and state environmental laws and regulations, including recommendations for appropriate mitigation measures. Employees in this classification currently work under direct supervision of a Principal Environmental Specialist or an Environmental Resources Coordinator.

The study concluded that the current scope of work performed by these positions reflects an increased responsibility due to the increased environmental reporting requirements which include increased restoration and construction project activity and permitting. Additionally, these positions are also now responsible for the training and the coordination of project workers and the organization of equipment, which is not reflected in the current classification. As a result, the level of experience required by the positions, and complexity of work being performed, is more appropriately associated with a journey level classification. Therefore, the consultant recommends a new journey level Water Agency Environmental Specialist II classification be created and that 2.0 FTE Environmental Specialist incumbent be reclassified to this equivalent level classification pursuant to Article V of the Water Agency's Personnel Policy.

Furthermore, the consultant recommends a new entry level Water Agency Environmental Specialist I classification be established. This will provide individuals with an opportunity to learn the body of work, under the guidance and assistance of more senior Environmental Resources staff, in order to attain the knowledge and skill set necessary to alternately promote to the full journey level upon meeting the qualifications.

Water Agency Resource Programs Technician II/Water Agency Resource Programs Technician I

Due to an increase in the Division's workload related to the implementation of mandated programs, such as the Russian River Biological Opinion, the federal listing of additional endangered fish and plant species, as well as a new stream maintenance program, the demands for programmatic support have increased beyond what existing full-time staff can reasonably provide. In an effort to balance this workload, the ERPAD unit hires extra-help staff, as needed, in order to complete seasonal field work and assist with program development. While this model has been appropriate to date, and the Water Agency believes extra-help staff will always be needed to perform technical work during peak periods, the study found that the increasing reliance on extra-help labor to supplement and support the Water Agency staff is not an efficient means to support the overall Water Agency strategic objectives. Compounding this issue, the necessity for extra-help staff to have a break in service upon reaching a maximum allotment of hours, forces the separation of seasoned individuals who possess invaluable technical and programmatic knowledge. Additionally, the Water Agency is unable to utilize technical staff to provide year-round, ongoing support for several of their programs. Therefore, the need for permanent technical level allocations was identified.

To date, the Water Agency has been hiring individuals into the Agricultural Program Assistant and Senior Agricultural Program Assistant classifications, under the working titles of Natural Resources Program Assistant (NRPA) and Senior Natural Resources Program Assistant (SNRPA), and Water Education Program Assistant (WEPA) and Senior Water Education Program Assistant (SWEPA). These positions perform seasonal field work and assist with program development. The Agricultural Program Assistant

and Senior Agricultural Program Assistant classifications do not accurately describe the body of work being performed by the incumbents, as they were developed to perform field and office work for the Agricultural Commissioner's Office. Therefore, the consultant has recommended an alternately staffed series, Water Agency Resource Programs Technician I and II, be established and that permanent allocations be added to the organization. The Water Agency Resource Programs Technician II classification, replacing SNRPA and SWEPA, is a working level technician level supporting one or more programs through direction from senior staff within the Division. The Water Agency Resource Programs Technician I, replacing NRPA and WEPA, is an entry-level class requiring more direct supervision and they may work under the leadership of the Water Agency Resources Programs Technician II.

Furthermore, individuals hired at the entry-level will have an opportunity to learn the body of work, under the guidance and assistance of more senior Environmental Resources and Public Affairs staff, in order to attain the knowledge and skill set necessary to alternately promote to the full journey level upon meeting the qualifications.

Summary of Recommendations –

Current Classification	Recommendations
Water Agency Division Manager - Environmental Resources	<ul style="list-style-type: none"> • Approve re-titled classification of Water Agency Division Manager - Environmental Resources and Public Affairs. • Approve updated specification. • Position currently vacant.
Governmental Affairs Coordinator	<ul style="list-style-type: none"> • Approve re-titled classification of Water Agency Governmental Affairs Manager. • Approve updated specification. • Retain 1.0 FTE incumbent; no change to incumbent.
Water Agency Principal Programs Specialist	<ul style="list-style-type: none"> • Approve updated specification. • Retain 4.0 FTE incumbents; no change to incumbents.
Water Agency Programs Specialist	<ul style="list-style-type: none"> • Approve re-titled classification of Water Agency Programs Specialist II. • Approve updated specification. • Retain 7.0 FTE incumbents; no change to incumbents. • Adopt new Water Agency Senior Programs Specialist classification. • Adopt new Water Agency Programs Specialist I classification.
Environmental Resources Coordinator	<ul style="list-style-type: none"> • Approve re-titled classification of Water Agency Environmental Resources Manager. • Approve updated specification. • Retain 2.0 FTE incumbents; no change to incumbents.
Principal Environmental Specialist	<ul style="list-style-type: none"> • Adopt new Water Agency Principal Environmental Specialist specification. • Approve reclassifying 4.0 FTE Principal Environmental Specialist incumbents to Water Agency Principal Environmental Specialist pursuant to Article V of the Water Agency’s Personnel Policy.
Senior Environmental Specialist	<ul style="list-style-type: none"> • Adopt new Water Agency Senior Environmental Specialist specification. • Approve reclassifying 5.75 FTE Senior Environmental Specialist incumbents to Water Agency Senior Environmental Specialist pursuant to Article V of the Water Agency’s Personnel Policy.

Environmental Specialist	<ul style="list-style-type: none"> • Adopt new Water Agency Environmental Specialist II classification. • Approve reclassifying 2.0 FTE Environmental Specialist incumbents to Water Agency Environmental Specialist II pursuant to Article V of the Water Agency’s Personnel Policy. • Adopt new Water Agency Environmental Specialist I classification.
Senior Agricultural Program Specialist	<ul style="list-style-type: none"> • Adopt new Water Agency Resource Programs Technician II classification.
Agricultural Program Specialist	<ul style="list-style-type: none"> • Adopt new Water Agency Resource Programs Technician I classification.

If all of the recommended actions are adopted, the ERPAD division of the Water Agency will appear as outlined in Attachment C.

**Environmental Resources and Public Affairs Division
Compensation Recommendation**

Overview -

In this study, the consultant recommends establishing eight new Water Agency specific classifications. Human Resources typically sets salary externally when there is a minimum of five match classifications in the County’s agreed upon comparator agencies. When there is an insufficient number of match classifications, fewer than five, then Human Resources recommends setting salary based on internal equity. The consultant and Human Resources each reviewed market data for each of the proposed new classifications. Human Resources determined that there is an insufficient number match classifications to set the salaries externally. Therefore, Human Resources recommends setting the salaries for the seven new classifications using internal equity.

In order to determine what is internally equitable amongst classifications, Human Resources conducts an analysis of allocation factors commonly used in the field of class and compensation. These factors include: knowledge required by the position; supervisory controls; guidelines; complexity; scope and effect; personal contacts; purpose of contacts; physical demands; and work environment.

However, before beginning the internal equity and compensable factor analysis, Human Resources had to first determine appropriate representation for the eight new classifications. The bargaining units determine the surveyed agencies pursuant to our practice in establishing and administering salary. A community of interest analysis, pursuant to the County’s Employee Relations Policy, determined the appropriate representation and bargaining unit for each of the new classifications as listed below.

<u>Classification</u>	<u>Representation/Bargaining Unit</u>
Water Agency Principal Environmental Specialist	Salary Resolution/Administrative Management 50
Water Agency Senior Environmental Specialist	SEIU/Service & Technical Support Non-Supervisory 05
Water Agency Environmental Specialist II	SEIU/Service & Technical Support Non-Supervisory 05
Water Agency Environmental Specialist I	SEIU/Service & Technical Support Non-Supervisory 05
Water Agency Senior Programs Specialist	SEIU/Service & Technical Support Non-Supervisory 05
Water Agency Programs Specialist I	SEIU/Service & Technical Support Non-Supervisory 05
Water Agency Resource Programs Technician II	SEIU/Service & Technical Support Non-Supervisory 05
Water Agency Resource Programs Technician I	SEIU/Service & Technical Support Non-Supervisory 05

The salary rationale and recommendations for each new classification follows.

Water Agency Environmental Specialist Series

As stated in the classification section of this report, the consultant notes all levels of Environmental Specialist positions at the Water Agency have become specialized due to the overall expansion of programmatic responsibilities in the division and changes in environmental compliance program requirements. Based on the consultant’s findings, a new Water Agency specific Environmental Specialist series, which includes four new classifications, is being proposed.

In order to have a complete analysis, Human Resources discussed the use of the Environmental Specialist classifications at the Permit and Resource Management Department (PRMD), with their division manager and the incumbents. The Environmental Specialist series' job specifications have not been updated since 1996, however, Human Resources found that the positions at PRMD are primarily doing the work that is described; environmental review studies of capital improvement and public works development projects in Sonoma County. The projects typically relate to flood control; highways; residential, commercial, and industrial areas; and include work related to permitting and understanding the environmental effects of these projects. Environmental reviews conducted as part of these projects may have a water supply and/or sanitation component, as they relate to public or private construction projects, usually near a road or crossing/pathway. Additionally, PRMD's positions oversee contractors/consultants who perform the more complex environmental reviews, such as those which include water quality, endangered species, and natural habitats.

Using compensable factor analysis to compare the County's existing Environmental Specialist classifications to the new Water Agency series, Human Resources concluded that the new Water Agency classifications have a broader scope of work and perform duties that are sometimes more complex, with a more significant impact. In contrast to the positions at PRMD, the Water Agency Environmental Specialist positions typically perform the most complex environmental reviews themselves; conduct research, implement projects, and manage implementation crews; as well as conduct scientific research in the full spectrum of water channels, streams, rivers, ponds, and lakes, contributing to the biological opinion. In order to conduct the work in water ways, the Water Agency positions commonly board and operate a variety of water vessels in a range of water conditions, including rapids, for several hours at a time. Therefore, the salaries for the new Water Agency series should be set slightly above the County's Environmental Specialist classification series.

Best practice is to set salary at the journey level, using that as a baseline for setting appropriate differentials between the remaining levels in the series. In this case the Environmental Specialist is the journey level of the County's class series and the Water Agency Environmental Specialist II is the equivalent journey level in the new Water Agency series. Based on the analysis, the Water Agency journey level should be set 4% above County's journey level. In order to maintain parity with the County's Environmental Specialist series, the differentials between class levels should be consistent. Therefore, the salary between the Water Agency Senior Environmental Specialist and the II level should be set at a 7.5% differential, the same as the differential between the Environmental Specialist and Senior Environmental Specialist. The Water Agency's Principal level should be set at a 31% differential, consistent with the differential between the Senior Environmental Specialist and Principal Environmental Specialist. The Water Agency Environmental Specialist I is the entry level for which the County's series does not have an equivalent. Typical differentials between entry and journey level classifications ranges from 7.5% to 15%. In this case, a 10% differential between the entry and journey level would be appropriate. The recommended salaries maintain internal equity and the differentials are consistent for both of the County and Water Agency series which are within the same bargaining units. Ongoing salary administration will be the same as the County positions.

The chart listed below illustrates the salary recommendations for the Water Agency Environmental Specialist series, the current salaries for the County's Environmental Specialist series equivalent levels, and the recommended ongoing salary administration.

<u>Proposed Classification</u>	<u>Proposed Salary at Monthly I-step</u>	<u>Existing Classification</u>	<u>Current Salary at Monthly I-Step</u>	<u>Ongoing Salary Administration</u>
Water Agency Principal Environmental Specialist	\$9,204	Principal Environmental Specialist	\$8,860	31% above Water Agency Senior Environmental Specialist
Water Agency Senior Environmental Specialist	\$7,027	Senior Environmental Specialist	\$6,755	7.5% above Water Agency Environmental Specialist II
Water Agency Environmental Specialist II	\$6,536	Environmental Specialist	\$6,284	4% above Environmental Specialist
Water Agency Environmental Specialist I	\$5,920	N/A	N/A	10% Differential with Water Agency Environmental Specialist II

Water Agency Programs Specialist Series

The Water Agency Programs Specialists I/II and Water Agency Senior Programs Specialist report to Water Agency Principal Program Specialists, and are responsible for developing and implementing Water Agency programs. The consultant recommended two new classifications for the Water Agency Programs Specialist Series be established: a lead level Water Agency Senior Programs Specialist and an entry level Water Agency Programs Specialist I.

Human Resources recommends setting the salary for the Water Agency Programs Specialist I at \$5,675/monthly I-step. This recommendation maintains internal equity and achieves a 10% differential with Water Agency Programs Specialist II, which is consistent with other differentials in the County between an entry and journey level classification. For ongoing salary administration purposes, the Water Agency Programs Specialist I should maintain a 10% differential with Water Agency Programs Specialist II.

Human Resources recommends setting the salary for the Water Agency Senior Programs Specialist at \$6,714/monthly I-step. This recommendation maintains internal equity and achieves a 7.5% differential above Water Agency Programs Specialist II, which is consistent with other differentials in the County between a journey and lead level classification. For ongoing salary administration purposes, the Water Agency Senior Programs Specialist should maintain a 7.5% differential with Water Agency Programs Specialist II.

Water Agency Principal Programs Specialist and Water Agency Program Specialist II are existing classifications and will not receive a salary review at this time. The County of Sonoma’s compensation practice, supported by Board direction, is to review total compensation of current classifications including salary and benefits only during or as a result of labor negotiations.

Additionally, Water Agency Programs Specialist II, an SEIU represented classification, is currently linked to Water Agency Coordinator, a management position. The practice of setting, tying, and/or linking

salaries across bargaining units is not a compensation model best practice and as such, it is recommended that for ongoing salary administration purposes, the Water Agency Programs Specialist II maintain a 5% differential with the SEIU benchmark classification of Planner II, which also sets the salaries for Environmental Specialist and Water Agency Environmental Specialist II.

<u>Proposed Classification</u>	<u>Proposed Salary at Monthly I-step</u>	<u>Existing Classification</u>	<u>Current Salary at Monthly I-Step</u>	<u>Ongoing Salary Administration</u>
Water Agency Principal Programs Specialist	N/A	Water Agency Principal Programs Specialist	\$8,860	31% above Water Agency Senior Programs Specialist
Water Agency Senior Programs Specialist	\$6,714	N/A	N/A	7.5% above Water Agency Programs Specialist II
Water Agency Programs Specialist II	N/A	Water Agency Programs Specialist	\$6,244	No Change
Water Agency Programs Specialist I	\$5,675	N/A	N/A	10% Differential with Water Agency Programs Specialist II
Water Agency Resource Programs Technician II	\$4,733	N/A	N/A	20% below Water Agency Programs Specialist I
Water Agency Resource Programs Technician I	\$4,301	N/A	N/A	10% below Water Agency Programs Specialist II

Water Agency Resource Programs Technician I/II

The consultant recommended the new classifications of Water Agency Resource Programs Technician I and Water Agency Resource Programs Technician II be established to assist professional staff in the planning, developing, organizing, and implementing Water Agency programs. The Water Agency will utilize these classifications in place of Senior Agricultural Program Assistants and Agricultural Program Assistants, as the latter do not accurately describe the body of work being performed by the incumbents.

As there was an insufficient number of match classes in the comparator agencies, Human Resources used compensable factor analysis to determine the most appropriate salary. Human Resources compared the Water Agency Resource Programs Technician II and the Water Agency Programs Specialist I classification. Although the Water Agency Resource Programs Technicians will be supervised by either Water Agency Principal Environmental Specialists or Water Agency Principal Programs Specialists, it is most appropriate to set the salary differential against Water Agency Programs Specialist I as the latter is the next logical step in the career path. Human Resources found the Water Agency Programs Specialist I performs approximately 20% higher than Water Agency Resource Programs Technician II in that the former classification requires more advanced programmatic knowledge and performs higher level work. Therefore, Human Resources recommends that the Water Agency Resource Programs Technician II salary be set at \$4,733/monthly I-step, which achieves a 20% differential between the Water Agency Programs Specialist I and the Water Agency Resource Programs Technician II. For ongoing salary

administration purposes, the Water Agency Resource Programs Technician II should maintain a 20% differential with Water Agency Programs Specialist I.

Additionally, Human Resources recommends the Water Agency Resource Programs Technician I salary be set at \$4,301/monthly I-step. This recommendation maintains internal equity and achieves a 10% differential with Water Agency Resource Programs Technician II, which is consistent with other differentials in the County between an entry and journey level classification. For ongoing salary administration purposes, the Water Agency Resource Programs Technician I should maintain a 10% differential with Water Agency Resource Programs Technician II.

EXHIBIT A

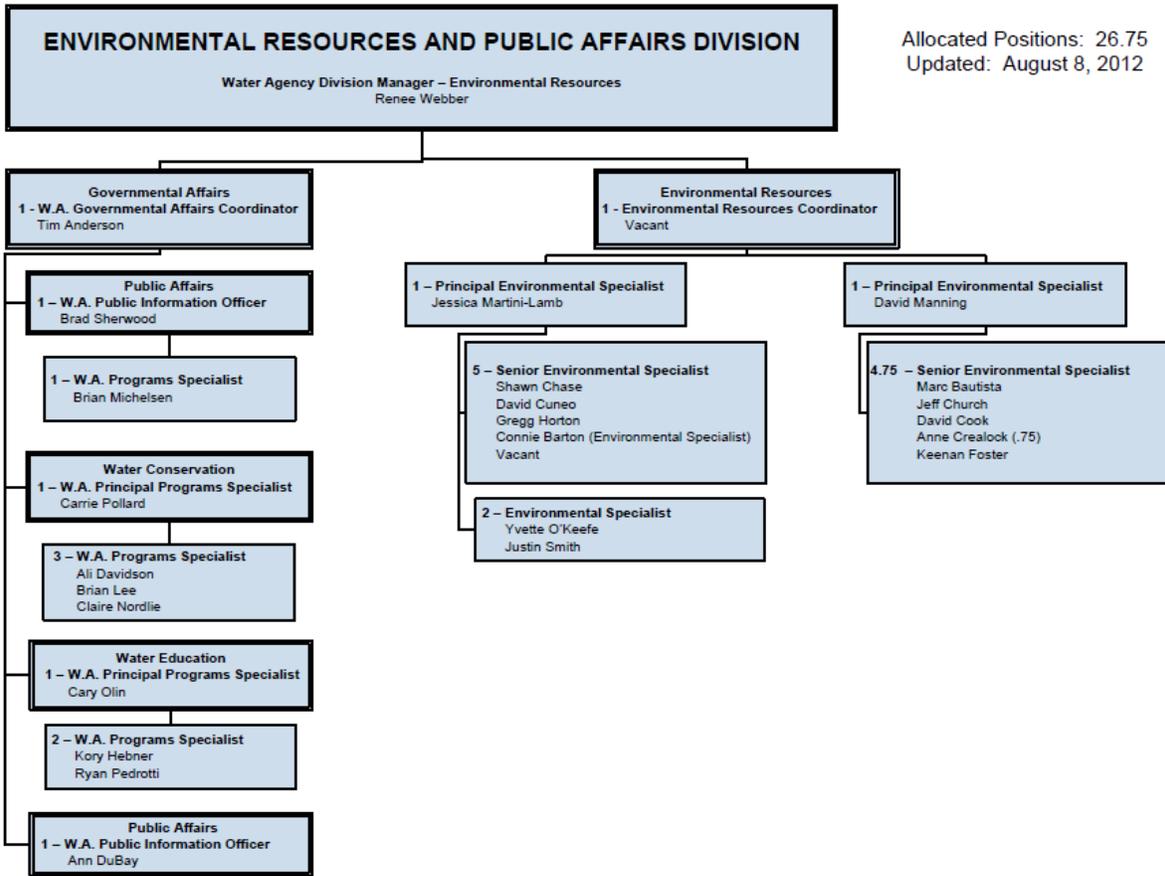
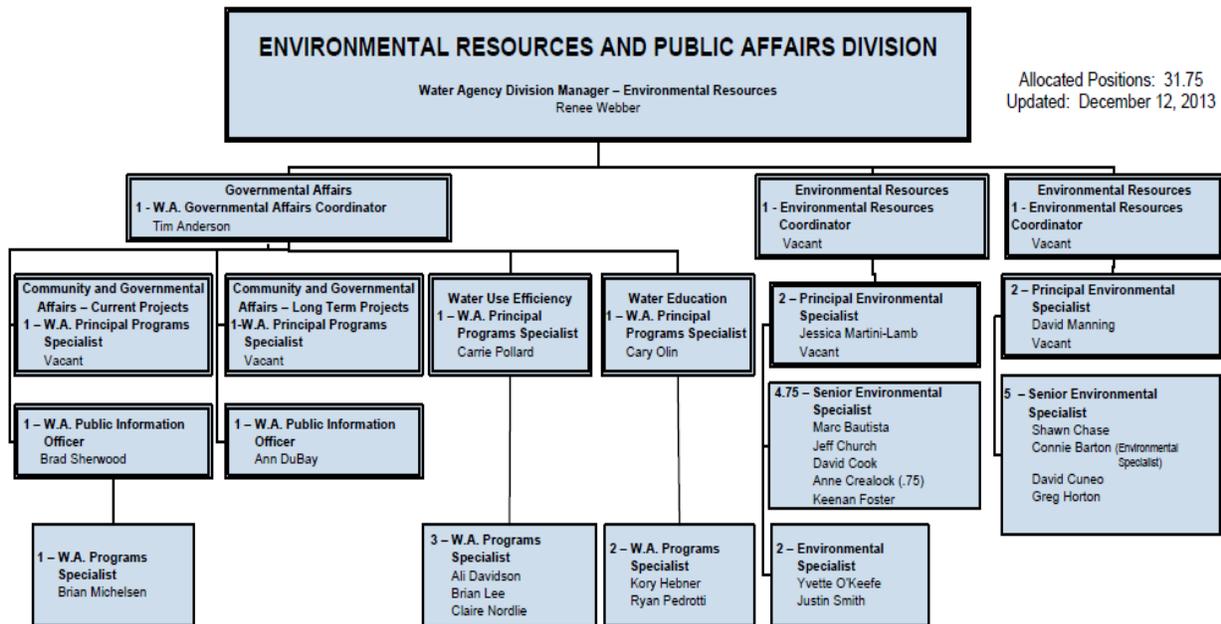


Exhibit B



WATER AGENCY
DIVISION MANAGER -
—ENVIRONMENTAL RESOURCES AND PUBLIC AFFAIRS

Definition

Under general direction, ~~of the Water Agency Assistant General Manager,~~ plans, organizes, directs, manages, and coordinates, and supervises the work of the Environmental Resources and Public Affairs ~~dDivision~~ ~~division~~ of the Sonoma County Water Agency; ~~manages and reviews the duties of professional and technical personnel engaged in performing environmental review, water conservation, fisheries/wildlife enhancement and wetlands activities; coordinates the work of the division with other divisions of the Agency, County departments, Federal, State, and local agencies and boards; coordinates and participates in Federal and State legislative efforts; recommends,~~ develops, and implements and evaluates ~~changes,~~ policies and procedures; and performs related duties as required.

Distinguishing Characteristics

This single position class serves as a division manager with responsibility for directing managers and their subordinates in activities involved with environmental review; public and community outreach; design and implementation of restoration, monitoring, and habitat assessment projects including related funding and legislative work and programs as required by federal, state and local laws and ordinances, ~~;~~ and water ~~conservation- use efficiency and education~~. The incumbent of this class exercises considerable discretion and independent judgment in the prioritization and coordination of the division's mandates, goals and objectives. Policy direction is provided by the General Manager through conferences, meetings, and written communication.

~~General direction is provided by the Assistant General Manager through conferences, meetings and written communication.~~

This position differs from the Water Agency Division Manager – Administrative Services in that the latter is focused on the administrative functions of the department.

This class is exempt from the Civil Service Ordinance of the County of Sonoma, as stated in Section 5 of Ordinance No. 305-A as amended.

~~Essential~~ Typical

~~Essential~~ Duties

Duties may include but are not limited to the following:

Supervises staff directly, or through subordinate managers and supervisors; Plans,

~~organizes, directs and manages the activities of the Environmental Resources division of the Sonoma County Water Agency;~~ establishes section and division performance goals and objectives; ~~and~~ manages work assignments to meet critical deadlines; -

~~Interviews, selects, orients, trains, and Interviews applicants, makes recommendations for their employment and assures their training;~~ evaluates the performance of subordinates and makes appropriate recommendations; ~~and~~ ensures that safe working conditions are maintained.

Analyzes departmental and divisional work programs; recommends and implements improvements to work practices, procedures, forms, and equipment use; Prepares and/or supervises the preparation of ~~recommends division policies and procedure manuals and organizational and work flow charts~~ Prepares ~~Prepares and recommends division policies and procedures to the General Manager/Chief Engineer; reports on the effectiveness of established policies and procedures, and recommends improvements and revisions;~~ participates in Water Agency planning and strategic efforts; attends management staff meetings to advise on the progress of projects, programs, and studies.

Represents the Water Agency at meetings of the Board of Directors, District Boards, City and County Planning Commissions, City Councils, Water Advisory Committee, and other groups or agencies, or at public gatherings; acts as liaison to other county divisions and departments.

~~Develops and installs management improvements and practices in the division; makes recommendations on procedures, forms, work flow, and equipment use; prepares and/or supervises the preparation of procedure manuals and organization and work flow charts.~~

Manages the preparation of and reviews narrative and statistical reports on a variety of administrative management, ~~and~~ environmental review and compliance, and water use efficiency and education issues ~~in the department~~; may serve as Water Agency representative in connection with statutory requirements for notice, publication, and other official actions of the Agency; may sign Notices of Exemption, Notices of Preparation, Initial Study Determinations, Notices of Determination, and other related notices under CEQA and NEPA in the absence of the General Manager/~~Chief Engineer~~.

~~Arranges for the preparation of and reviews required environmental reports for public, District, and Agency projects, including Notices of Exemption, Initial Studies, Negative Declarations, Environmental Impact Reports, Environmental Assessments, Environmental Impact Statements, and Biological Assessments.~~

Oversees the preparation of Requests for Proposals (RFPs) ~~Proposal~~ for environmental documents, legislative and community and public outreach, biological and other environmental impact analyses, habitat enhancement, permits and environmental regulation compliance, and ~~and~~ special studies for water use efficiency program and measure implementation and water education efforts; ~~and~~ manages consultant contracts ~~for~~

~~environmental and special studies for projects.~~

Conducts negotiations with individuals, corporations, and/or other government agencies regarding permit conditions, mitigation implementation, biological monitoring, habitat restoration and enhancements, environmental impact analyses, water use efficiency program and measure implementation, water education program efforts, related funding and public outreach; conducts and participates in public hearings in order to present the Water Agency's position, provide information and clarification, and receive input from interested parties.

Coordinates with legal counsel regarding environmental and permitting laws, scope and content of impact analysis, and level of environmental documentation and methods to achieve permit compliance.

Oversees the preparation, justification, and administration of the division and special revenue budgets; monitors budgets and makes adjustments as necessary; participates in workload forecasting and planning; assists in the procurement of funding from Federal or State funding sources; prepares, or oversees the preparation and review of, resolutions and agenda material for Board of Director's approval.

Confers with Agency staff regarding the capital improvement plan, or other planned projects, and in scheduling and reviewing of status of environmental documents and permit processing for projects.

~~Oversees the preparation, justification and administration of the division budget.~~

~~Analyzes departmental and divisional work programs; conducts studies of systems and procedures; evaluates divisional and departmental policies and rules, and formulates improvements; develops and adapts work methods to meet changing needs and to simplify procedures.~~

~~Represents the Agency at hearings of the Board of Directors, District Boards, City and County Planning Commissions, City Councils, Water Advisory Committee and other groups or agencies.~~

~~Where appropriate, conducts negotiations with individuals, corporations and/or other government agencies regarding permit conditions, environmental impact reports and inter-agency agreements; conducts and participates in public hearings in order to present the Agency's position, provide information and clarification, and receive input from interested parties.~~

~~Assists in the procurement of funding from Federal or State funding sources through development of reports and presentations before boards or commissions.~~

~~Represents the Agency on various technical and advisory committees.~~

~~Coordinates with legal counsel regarding environmental and permitting laws, scope and content of impact analysis, and level of environmental documentation and methods to achieve permit compliance.~~

~~Oversees the preparation and may prepare and/or review resolutions and agenda material for Board of Director's approval.~~

~~Conducts meetings of both professional and technical personnel to discuss problems or changes in policies and procedures.~~

~~May represent the Agency in other organizations' meetings or at public gatherings; acts as liaison to other agency or county division and departments; prepares requested administrative reports and associated correspondence.~~

Performs related duties as assigned.

Knowledge and Abilities

Thorough knowledge of: County government, Federal, State, and local agencies which must coordinate work with Agency; principles, methods, and techniques of resource management and conservation and environmental planning; Federal, State, and local laws, regulations, current programs, and court decisions pertaining to environmental permits, environmental impact analysis, species and habitat protection, ~~;~~ and water use efficiency and related water supply management; water education programs and principles; industry practices in adult and child education related to water resources, sustainability, and watershed protection; ~~and water conservation;~~ principles and practices of habitat restoration; research and impact assessment methodologies, ~~;~~ and of ecological principles, biological resources, environmental regulations and methods of compliance; ~~and of~~ standard statistical methods and procedures as they apply to the use of environmental and water use data; ~~;~~ principles of supervision; management and leadership styles and techniques designed to train, supervise, motivate and lead a group of employees, which includes understanding employee behavior and performance standards; interviewing techniques; modern office methods and procedures; and written and oral communication, including language mechanics, syntax, and English composition. ~~English grammar and syntax;~~ computerized spreadsheets and other software applications to support the functions of the department ~~use of personal computers and appropriate software applications.~~

Considerable knowledge of: principles and practices of public administration, management, government budget and accounting, and personnel administration; the organizational objectives and functions of a water agency; effective organizational and operational methods and systems; effective managerial and supervisory techniques in a public service organization; citizen and public interest groups dealing with environmental use, efficiency, and education matters; environmental considerations in the design, location, construction, and maintenance of public works, water resources, enhancement,

and other public projects; legislative and appropriation process including legislative advocacy strategies; current political issues and legislators' perspectives and concerns relate to water agency funding and legislative needs; modern office methods and procedures; computerized spreadsheets and other software applications to support the functions of the department. ~~County government, Federal, State, and local agencies which must coordinate work with Agency; citizen and public interest groups dealing with environmental matters; and environmental considerations in the design, location, construction and maintenance of public works, water resources, enhancement, and other public projects.~~

Ability to: strategically plan, direct, coordinate, and evaluate the operations of assigned division; develop and implement short and long range departmental goals, objectives, and policies; evaluate department policy, practices, and procedures; define problem areas, and recommend solutions to improve department operations; determine work priorities and effectively coordinate and schedule the necessary personnel and other resources; communicate clearly and effectively, both orally and in writing; successfully negotiate and persuade others; deal tactfully, convincingly and effectively with department personnel, government officials, representatives of specific interest groups, and the general public; ensure that stringent deadlines are met; effectively assemble, organize, and present reports in written and/or oral form; ~~reports containing alternative solutions and recommendations regarding specific resources, plans and policies pertaining to resources planning and conservation; plan, organize, coordinate, supervise, train, motivate and evaluate professional and technical employees engaged in environmental impact analysis, water conservation, habitat conservation and enhancement, permit compliance, and fisheries/wildlife services activities; balance resource and conservation needs with Agency goals of providing water, sanitation, and flood control services; establish and maintain effective working relationships with Agency employees, Board of Directors, Planning Commissions, City Councils, District Boards, Water Advisory Committee, environmental permitting agencies, public agencies and the general public to facilitate understanding and mutual cooperation; determine appropriate research methodology for project studies and insure that analysis is complete and accurate; supervise the preparation of, or perform difficult, complex and specialized resource studies and projects; speak effectively before diverse groups and audiences; effectively synthesize data into final format; prepare clear and concise written reports and presentations; analyze administrative problems and a variety of programs, systems and procedures.~~

Working Conditions

~~Duties require sitting, standing, squatting, stooping, and walking on level surfaces in performance of daily activities. The position requires grasping, repetitive hand movement, and fine coordination in preparing reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, reports, statistical data and using a computer, and acute hearing is required when providing phone service and communicating in person. Incumbent may be required to drive vehicles, walk on uneven surfaces and be subjected to dust, pollen and poison oak while making site visits. The need to climb stairs, push and/or lift weights up to 25 pounds may be required when~~

~~using office equipment, lifting report binders, plans and/or boxes of specifications and reports. The incumbent attends meetings, works with interruptions, and answers questions while meeting critical schedules and multiple deadlines.~~

Minimum Qualifications

Education and Experience: Any combination of ~~course work~~education, ~~and~~ training, ~~and~~ experience ~~that~~ which would likely provide ~~an opportunity to acquire~~ the required knowledge and abilities listed. Normally, ~~such course work would include the equivalent of a four-year college or university~~ a Bachelor's degree in water related, physical, and/or biological sciences, environmental law, environmental studies, environmental law, geography, economics, technical writing, physical, ecological, or and biological sciences, physical biological social and human environmental relationships, communications, public relations, or a closely related field; ~~and~~.

Experience: ~~Any combination of experience that would provide the opportunity to acquire the knowledge and abilities listed. Normally, three~~ six years increasingly responsible experience in environmental review; design and implementation of restoration, monitoring, and habitat assessment projects and programs; and/or water conservation and education ~~of involving of resource planning and environmental analysis experience with complex public works projects/programs, involving project leadership and preparation of environmental reports, and including~~ at least two years of experience in an administrative or supervisory capacity, would provide such opportunity at the level of a section manager or supervisor. A Master's Degree in a related field from an accredited institution is desired.

Other Requirements

License: Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.

WATER AGENCY ENVIRONMENTAL RESOURCES MANAGER
COORDINATOR

Definition

Under direction, ~~plans, organizes, directs, and~~ coordinates, and manages the work of ~~several Environmental Resources~~ sections within the Environmental Resources and Public Affairs division of the Sonoma County Water Agency; ~~supervises professional, technical, and/or clerical staff in the accomplishment of their work;~~ participates in the administration and development of division policies, plans, and projects; coordinates the work of the ~~sections~~section with other divisions, County departments, federal, state, and local agencies and boards; and performs related duties as required.

Distinguishing Characteristics

The Water Agency Environmental Resources Manager~~This single position class serves as a section manager with is responsibility is~~ is responsible for day-to-day management coordination of sections ~~that for directing managers and their subordinates in activities~~ perform activities ~~involved with~~ related to environmental review and biological studies; design and implementation of restoration, enhancement, biological, and mitigation monitoring; and habitat assessment studies, projects, and programs ~~as required by federal, state and local laws and ordinances~~. The incumbent of this class exercises considerable discretion and independent judgment in the prioritization and coordination of ~~the assigned~~ sections' mandates, goals, and objectives. Policy direction is provided by the Water Agency Division Manager – Environmental Resources and Public Affairs through conferences, meetings and written communication.

This classification differs from the Water Agency Governmental Affairs Manager in that the latter is focused on legislative activities, and water use and education programs. It differs from classes in the Water Agency Environmental Specialist series by its responsibility for the management of multiple sections, and the administration and development of division policies, plans, and projects.

This class is exempt from the Civil Service Ordinance of the County of Sonoma, as stated in Section 5 of Ordinance No. 305-A as amended.

~~Essential~~-Typical Duties

Duties may include but are not limited to the following:

Provides oversight and day-to-day management of assigned sections, programs, and projects; supervises staff directly, or through subordinate managers and supervisors; interviews, selects, orients, trains, and evaluates the performance of staff; reviews personnel recommendations of subordinate managers and supervisors; recommends salary step increases and disciplinary actions.

~~Plans, organizes, coordinates, manages, and evaluates the performance of professional and technical personnel engaged in environmental related planning or other services such as~~

~~fisheries/wildlife and wetlands; makes assignments, shifts personnel to meet time commitments, and reviews and redirects work; compiles information into final reports, and presents or supervises the presentation of reports and studies to various boards, commissions and community groups.~~

Prepares and recommends section policies and procedures to the ~~division~~ Division manager ~~Manager and/or General Manager~~ manager; reports on the effectiveness of established policies and procedures, and recommends improvements and revisions; attends staff meetings to ~~advise~~ provide information on the progress of projects, programs and studies.

~~Interviews applicants, makes recommendations for their employment and assures their training; evaluates the performance of subordinates and makes appropriate recommendations; and ensures that safe working conditions are maintained.~~

Develops and installs management improvements and practices in the section; makes recommendations on procedures, forms, work flow, and equipment use; prepares and/or supervises the preparation of procedure manuals and organization and work flow charts.

Supervises the preparation of and reviews narrative and statistical reports on a variety of administrative management and environmental review issues in the department; may serve as Water Agency representative in connection with statutory requirements for notice, publication, and other official actions of the Water Agency.

Arranges for the preparation of and reviews required environmental reports for public, District, and Water Agency projects, including Notices of Exemption, Initial Studies, Negative Declarations, Environmental Impact Reports, Environmental Assessments, Environmental Impact Statements, and Biological Assessments.

Prepares or supervises preparation of Requests for Proposal and Qualifications for environmental documents, permits, and special studies; prepares scopes of work for and manages consultant contracts for environmental and special studies for projects; prepares requested administrative reports and associated correspondence.

Confers with Water Agency staff regarding the capital improvement plan or other planned projects in scheduling and reviewing status of environmental processing for District or Water Agency projects as necessary.

Prepares budget requests and supporting justification for specific projects, studies and/or broad programs; monitors projects for compliance with schedule and budget requirements; recommends and justifies adjustments to requirements as appropriate.

~~Where appropriate, may e~~ Conducts ~~conduct~~ negotiations with individuals, corporations, and/or other government agencies regarding permit conditions, environmental impact reports, restoration programs, environmental studies and habitat projects, and inter-agency agreements; conducts and participates in public hearings in order to represent the Agency's position; ~~provides~~ provide information and clarification, and receives ~~receive~~ input from interested parties.

Prepares and/or reviews Board Agenda items, resolutions, and agenda-supporting materials~~material~~ for Board of Director's approval.

Coordinates with legal counsel regarding environmental and permitting laws, scope and content of impact analysis, ~~and~~ level of environmental documentation, and methods to achieve permit compliance; preparation of administrative record, and responses to legal challenges.

Coordinates environmental work with management and staff of other Water Agency divisions; ensures adequate staffing, availability of equipment, and appropriate funding to meet project~~Conducts~~deadlines; conducts meetings of both professional and technical personnel to discuss problems or changes in policies and procedures.

May represent the Water Agency on various technical and advisory committees; may represent the Water Agency in other organizations' meetings or at public gatherings; may act as liaison to other agency or county divisions~~division~~ and departments, stakeholders, and professional associations; ~~prepares requested administrative reports and associated correspondence.~~

May act for the General Manager or Water Agency Division Manager – Environmental Resources and Public Affairs~~division manager if so assigned.~~

Performs related duties as assigned.

Knowledge and Abilities

Thorough knowledge of: principles, methods and techniques of environmental planning; Federal, State and local laws, regulations, current programs and court decisions pertaining to environmental permits, environmental impact analysis, and species and habitat protection; principles and practices of habitat restoration and enhancements; mitigation practices and monitoring methods; research and impact assessment methodologies, and of standard statistical methods and procedures as they apply to the use of environmental data; principles of supervision; management and leadership styles and techniques designed to train, supervise, motivate and lead a group of employees, which includes understanding employee behavior and performance standards; interviewing techniques; ~~use of personal computers and appropriate software applications~~ report writing; and written and oral communication, including language mechanics, syntax, and English composition. Specialized knowledge of water supply, sanitation, flood control, wetlands management, fisheries/wildlife, habitat ~~and~~ enhancement, and restoration may be required.

Considerable knowledge of: County government, Federal, State, and local agencies which must coordinate work with Agency; citizen, landowner, agricultural and public interest groups dealing with environmental matters; and environmental considerations in the design, location, construction and maintenance of water supply, sanitation, recycled water, flood control, renewable energy, water supply reliability, habitat enhancement, other supporting infrastructure and restoration projects or programs; and office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.~~public works, water resources, enhancement, and other public projects.~~

Ability to: determine work priorities and effectively coordinate and schedule the necessary

personnel and other resources; deal tactfully, convincingly and effectively with department personnel, government officials, representatives of specific interest groups, and the general public; ensure that stringent deadlines are met; effectively assemble, organize and present in written and/or oral form, reports containing alternative solutions and recommendations regarding specific resources, plans and policies pertaining to resources planning; plan, organize, coordinate, supervise, train, motivate and evaluate professional and technical employees engaged in environmental impact analysis, habitat ~~conservation~~ restoration and enhancement, mitigation implementation and permit monitoring, permit compliance, and biological research and study ~~fisheries/wildlife services activities~~; balance resource and conservation needs with Water Agency goals of providing water, sanitation, recycled water, and flood control services; establish and maintain effective working relationships with Water Agency employees, Board of Directors, sanitation ~~District B~~ boards, elected officials and their staff ~~District Boards, Water Contractors and their staff~~, environmental permitting agencies, public agencies, stakeholder groups, and the general public to facilitate understanding and mutual cooperation; determine appropriate research methodology for project studies and insure that analysis is complete and accurate; supervise the preparation of, or perform difficult, complex and specialized resource studies and projects; speak effectively before diverse groups and audiences; effectively synthesize data into final format; prepare clear and concise written reports and presentations; analyze administrative problems and a variety of programs, systems and procedures.

Minimum Qualifications

Education & Experience: Any combination of ~~course work education, and training, and experience that which~~ would likely provide ~~an opportunity to acquire the~~ required knowledge and abilities listed. Normally, this would include a Bachelor's ~~such course work would include the equivalent of a four year college or university~~ degree in planning, engineering, water related, physical, and/or biological sciences, environmental law, environmental studies, environmental law, geography, economics, technical writing, physical and biological sciences, physical-biological-social and human environmental relationships, natural resource or watershed management, or a closely related field; and -

~~**Experience:** Any combination of experience that would provide the opportunity to acquire the knowledge and abilities listed. Normally, three-five years of progressively responsible resource planning and environmental analysis experience with complex public works projects/programs, involving project leadership and preparation of environmental reports, and including two years of experience in an administrative or a supervisory capacity, would provide such opportunity.~~

License: Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.

WATER AGENCY PRINCIPAL ENVIRONMENTAL SPECIALIST

Definition

Under direction, plans, organizes, and supervises the activities of a single section in the Environmental Resources and Public Affairs Division in the Sonoma County Water Agency engaged in environmental related planning or other services such as fish and wildlife; botanical, wetland resource, and soil morphology; arboriculture/revegetation; and environmental document analysis; recommends and implements changes, policies, and procedures; prepares and/or oversees the preparation of related environmental reports; and performs related duties as required.

Distinguishing Characteristics

This management classification has full supervisory responsibilities for an assigned section responsible for analyzing and reporting the effects on the environment of public (flood control, water supply, sanitation, recycled water, renewable energy) construction projects, and for designing and implementing restoration, monitoring and habitat assessment projects and programs. The incumbent provides overall coordination and administration of activities in the assigned area of responsibility, and is expected to use personal initiative and sound independent judgment in the oversight of day-to-day operations.

This classification differs from the Water Agency Environmental Resources Manager in that the latter is responsible for multiple sections within the division. It differs from the Senior Environmental Specialist by its management responsibility for the assigned section.

This class is exempt from the Civil Service Ordinance of the County of Sonoma, as stated in Section 5 of Ordinance No. 305-A as amended.

Typical Duties

Duties may include but are not limited to the following:

Prepares and recommends section policies and procedures to an Environmental Resources Coordinator; reports on the effectiveness of established policies and procedures, and recommends improvements and revisions; attends staff meetings to advise on the progress of projects, programs and studies; conducts meetings of technical staff to discuss problems or changes in policies and procedures.

Develops and installs management improvements and practices in the section; makes recommendations on procedures, forms, work flow, and equipment use; prepares and/or supervises the preparation of procedure manuals and organization and work flow charts.

Supervises and coordinates the work of technical staff; interviews and selects staff; evaluates performance; recommends salary step increases and disciplinary actions; trains staff in

accordance with department regulations; acts as a technical resource.

Oversees and participates in the preparation of and reviews narrative and statistical reports on a variety of administrative management and environmental review issues in the department; may serve as Water Agency representative in connection with statutory requirements for notice, publication and other official actions of the Water Agency; negotiates regulatory permits; writes reports, and permit applications.

Oversees and participates in researching and determining the provisions and types of contracts required for restoration projects, environmental impact analysis, biological and historical resource studies, and mitigation programs, and prepares and monitors project schedules and budgets.

Assigns and reviews detailed construction specifications identifying materials and performance standards for Water Agency projects such as reservoirs, fish ladders, revegetation and aquatic restoration, stream maintenance, storm drains, pipelines, pumping plants, and wastewater treatment plants; recommends solutions to reconcile construction specifications with environmental regulations, right-of-way agreements, permits, and other statutory requirements.

Oversees and participates in the review of environmental documents such as initial studies, negative declarations, environmental impact reports, notices and water rights applications; recommends design and operational approaches and modifications to mitigate negative impacts; assigns staff to conduct studies and other special assignments such as feasibility studies, master plans, grant reports and agency response to interrogatories.

Develops plans and strategies for programs; communicates project issues and accomplishments to water agency staff and outside agencies.

Performs a variety of public outreach activities including participating in community meetings related to Water Agency projects and initiatives; plans and facilitates community meetings; attends and participates in conferences, workshops, tours, and meetings; prepares and gives presentations; represents the Water Agency in other organizations' staff meetings or at public gatherings responds to information requests and questions from the public and outside agencies; interviews with the press as necessary; appears in outreach videos and materials.

Prepares budget recommendations and supporting justification; monitors, forecasts, and reports on program schedules and expenditures; represents the section in discussions of fiscal matters.

Performs related duties as assigned.

Knowledge and Abilities

Thorough knowledge of: principles, methods, and techniques of environmental planning; Federal, State and local laws, regulations, current programs and court decisions pertaining to environmental protection; Federal, State, and local agencies which must coordinate work with the Water Agency; principles and practices of habitat restoration; environmental considerations in the design, location, construction and maintenance of public (flood control, water supply,

recycled water, renewable energy, sanitation) projects; citizen and public interest groups dealing with environmental matters; physical, biological, and ecological principles; construction principles, practices, and terminology; the use of noise meters, cameras, and various audio-visual aids; principles and practices of contract management; English grammar, vocabulary, spelling, punctuation and composition; and office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Working knowledge of: management and leadership styles and techniques designed to train, supervise, motivate and lead a group of employees, which includes understanding employee behavior and performance standards; effective supervision; techniques and methods of training employees in work procedures; interviewing techniques; modern personnel and fiscal administration; modern principles and practices of budget preparation and control; public speaking principles and practices; public relation styles and techniques; and safe and efficient work practices.

Ability to: lead, assign, prioritize, train and monitor the work of others; determine work priorities and effectively coordinate and schedule the necessary personnel and other resources; deal tactfully and effectively with department personnel, government officials, representatives of specific interest groups, and the general public; ensure that stringent deadlines are met; analyze and design project reports and determine probable effect on environment; write effectively and use good judgment in the assembling, evaluation and use of information; prepare and present various reports on the effect of projects on the environment to advisory boards, commissions, and elected bodies; make mathematical calculations; analyze situations accurately and adopt an effective course of action; establish and maintain effective relationships with other staff members, staff of other agencies, organizations, and the general public; communicate verbal and written ideas clearly and logically; use a personal computer to do word processing, spreadsheets, graphics and modeling; determine appropriate research methodology for project studies and insure that analysis is complete and accurate; supervise the preparation of, or perform difficult, complex, and specialized resource studies and projects; prepare and disseminate information to media and others; operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

Minimum Qualifications

Education & Experience: Any combination of education, training, and experience which would likely provide the required knowledge and abilities listed. Normally, this would include a Bachelor's degree in planning, engineering, water related science, environmental studies, environmental law, natural resource or watershed management, or a closely related field; and four years of progressively responsible experience with engineering, environmental impact assessments and permitting, and/or public works projects, including at least one year at the level of Water Agency Senior Environmental Specialist, or equivalent. One year of lead or supervisory experience is highly desired.

License: Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.

WATER AGENCY SENIOR ENVIRONMENTAL SPECIALIST

Definition

Under general supervision, reviews, analyzes, and reports on the more complex environmental effects of public and Water Agency projects; performs specialized studies in the areas of: fish and wildlife; botanical, wetland resources, and soil morphology; arboricultural/revegetation; and/or environmental document analysis; performs biological research and designs field studies and research programs; act as a lead worker; and performs related duties as required.

Distinguishing Characteristics

The Water Agency Senior Environmental Specialist is the lead worker and advanced journey-level classification in the Water Agency Environmental Specialist series. Incumbents in this class perform the most complex and specialized studies involving a high level of independent work, applying extensive knowledge of environmental analysis and scientific methods. Incumbents may be expected to train, orient, and guide new and regular employees in all aspects of their jobs, and may provide input regarding staff evaluations.

This classification differs from the Water Agency Principal Environmental Specialist in that the latter has management responsibility for a specific section in the Environmental Resources and Government Affairs Division. It differs from the Water Agency Environmental Specialist I/II classifications by its performance of the most complex environmental studies or those involving fish and wildlife; botanical, wetland resources, and soil morphology; arboricultural/revegetation; and/or environmental document analysis, and by its function as a lead worker.

This class is exempt from the Civil Service Ordinance of the County of Sonoma, as stated in Section 5 of Ordinance No. 305-A as amended.

Typical Duties

Duties may include but are not limited to the following:

Performs complex, specialized, and detailed research and analysis of short term, long term, and cumulative environmental impacts resulting from the construction of projects; prepares required environmental documentation including environmental impact reports, environmental assessments, initial studies, negative declarations, notices of exemption and special studies such as historic property survey reports, biological survey reports, location hydraulic studies, and botanical, wetland, air quality, traffic and noise studies; confers and maintains relations with the staff of other departments to develop project descriptions and perform preliminary environmental reviews.

Reviews and analyzes the details of constructing, operating, and maintaining flood control, water supply, renewable energy, recycled water, sanitation and related support facilities, and of long-term plans for such projects and programs to determine the process, if any, necessary to comply with federal, state, or local laws, permits and ordinances including CEQA and NEPA; contacts and works closely with various federal, state, regional, and local agencies that deal with environmental permitting; prepares, submits, and obtains federal, state, and local permits for water agency projects as necessary.

Develops and recommends mitigation measures to be followed that will eliminate, minimize, or mitigate the environmental effects of projects; monitors public project construction to ensure the

implementation of mitigation measures and legal compliance; resolves problems that may occur during construction; monitors ongoing operations and maintenance of such projects to minimize impacts to the environment.

Develops best management practices with input from other divisions of the Water Agency to minimize impacts during operations and maintenance; provides ongoing field and in-office support to implement best management practices and to comply with permit terms and conditions; prepares or aides in the preparation of reports to describe best management practices and to document success and modifications as needed of implementation and monitoring methods; coordinates with Water Agency operations and maintenance staff on implementation and development of proposed modifications if needed.

Assists the Principal Environmental Specialist and works with other staff and managers within the Division and within other divisions of the Water Agency to coordinate field activities and property access including private property access if needed.

Conducts field inspections of proposed project sites to gather information in order to analyze potential effects a project may have on the environment, and to obtain photographs, video, or other graphic materials for inclusion in various environmental permits and reports.

Organizes, maintains, and tracks inventory of field equipment prior to, during, and after all projects; coordinates scheduling of field equipment with other field study teams and resolves timing conflicts as needed; works with purchasing and maintenance staff to insure there is adequate and well-functioning equipment available when needed.

Oversees the coordination and planning of work crews in the field; determines work assignments, scheduling, site selection, site evaluation, and crew make-up; monitors field staff by direct observation; summarizes field work progress and proposes modifications to methods or scheduling of staff as needed to supervisors and managers; reports performance of field staff to managers.

Prepares and processes legal notices in accordance with required Federal, State, and local noticing procedures; prepares and/or coordinates the preparation of detailed written and graphic materials, charts, maps, and visual displays necessary to obtain various environmental permits and for presentations.

Prepares specifications and designs for revegetation projects; oversees the monitoring of mitigation measures including native plant revegetation, wetland creation, fishery enhancement and habitat enhancement projects.

Prepares Requests of Proposals (RFPs) for environmental documents, permits, and special studies; prepares scopes of work for and manages consultant contracts for environmental and special studies for projects; reviews proposals and recommends selection of consultants; monitors and evaluates consultant work products and makes recommendations.

Prepares and/or coordinates the preparation of resolutions, and supporting documentation for the Board of Directors and other agencies or governing bodies.

Makes presentations and prepares or coordinates staff reports and supporting documentation to the Board of Directors, City Councils, Water and Technical Advisory Committees, State Water Resources Control Board, Regional Water Quality Control Boards, State Fish and Game

Commission, legislative bodies, other agencies or governing bodies, and the general public.

Conducts public outreach through various methods including mailings, public meetings, and/or through informal contact initiated by the public; educates the public about ongoing projects and obtains public input on projects; provides technical information and assistance to other government and resource agency staff and the public in matters related to the environmental analysis, processing, and the permitting procedures for projects.

Act as a liaison to technical and advisory committees.

Performs related duties as required.

Some positions may be assigned to perform specialized duties in one of the following areas: Fish and Wildlife; Botanical, Wetland Resource, and Soils Morphology; Arboriculture/Revegetation; and/or Environmental Document Analysis.

Fish and Wildlife

Conducts aquatic surveys and analyzes creel census data to determine fish population, size, and condition; assists in the selection, collection, and analysis of limnological data; identifies and catalogs field specimens and makes microscopic examinations for age readings from fish scales, otoliths and other media; makes stomach analysis; performs such laboratory work as selecting, mounting, and impressing fish scales.

Aides in the recovery of endangered species via habitat improvement projects, data collection, research, changes in Water Agency operations or maintenance practices, changes in design and construction of Water Agency projects, husbandry improvements at hatcheries, publication of scientific studies, implementation of mitigation measures and other methods that may aid in population recovery.

Makes recommendations on the mitigation of fishery and wildlife habitat impacts or the enhancement of habitat; prepares and implements habitat development and monitoring plans.

Conducts and assists in the collection of lake, river, and other waterway measurement data necessary for water quality control and fishery conservation and enhancement.

Conducts applied research studies related to fish and wildlife programs; gathers, assembles, compiles and makes preliminary analysis of biological data relating to life history studies, conservation, and enhancement plans for lakes, streams, and ecological areas, minimum stream flow releases below dams, and minimum storage pools in reservoirs; reviews scientific literature and makes field investigations to obtain data for research studies.

Botanical, Wetland Resource, and Soil Morphology

Conducts wetlands delineation surveys to determine wetland conditions; assists in the selection, collection and analysis of botanical and soil morphology data.

Identifies and catalogs field specimens; performs such laboratory work as selecting, mounting, and impressing botanical collections.

Makes recommendations on the mitigation of wetlands and other botanical significant impacts or the enhancement of habitat; prepares and implements habitat development and monitoring plans.

Conducts applied research studies related to wetland delineations, soil morphology, and botanical programs; gathers, assembles, compiles and makes preliminary analysis of botanical and soil data relating to wetlands studies, conservation, and enhancement plans for areas bordering lakes, streams, and for other ecological areas; reviews scientific literature and makes field investigations to obtain data for research studies.

Arboriculture/Revegetation

For vegetation projects identifies native plants in the proposed restoration area to develop a plant list; identifies availability of plants in nurseries; identifies existing soils and water availability to determine soil amendments, irrigation needs, and appropriate plant layout.

Conducts arboricultural assessments of the health and general condition of existing trees in proposed construction areas; identifies and catalogs trees; performs other services and research directly related to tree care; makes recommendations on the mitigation of impact to existing trees.

Designs plant and irrigation layout; drafts revegetation project and tree protection specifications; assists design engineers in determining appropriate biotechnical erosion control methods in designing projects to lessen impacts on existing trees; and provides design engineers and other staff with lists of appropriate native species to plant around facilities.

May assist in the planting and maintenance of native plants for smaller projects and for existing Water Agency properties.

Negotiates revegetation and tree care contract details; reviews and approves contractor submittals; inspects installation and maintenance phases verifying installation, maintenance, and pruning was completed according to drawings and specifications; reviews change orders; prepares inspection reports; performs final site inspection.

Makes recommendations for changes in maintenance methods, tree care, and replanting techniques as needed.

Environmental Document Analysis

Takes a lead role or leads teams of Water Agency and/or consultant staff in the preparation of complex environmental documents such as Environmental Impact Reports and Statements, and Biological Assessments; prepares detailed work plans and staff assignments to guide the work of such reports and analyses; works with managers within the division and with other Water Agency divisions to designate appropriate staff with relevant expertise to prepare specific sections of reports and/or perform modeling and other technical analyses needed.

Organizes team meetings within the Water Agency and with consultants to document progress of studies and reports and to track costs and schedules; works with managers as needed to resolve conflicting work priorities or address changes in schedule or budget needs; provides timely information to managers of issues affecting schedule or budget.

Prepares budgets for documents and analysis including consultant and staff costs and equipment costs for field work.

Determines field study and consultant work needed to adequately analyze environmental impacts of complex projects or long-term programs for Water Agency projects such as water supply plans,

flood control/stream maintenance programs, recycled water distribution and storage systems, renewable energy programs, long-term planning efforts, and other projects and programs that support the Water Agency mission.

Reviews samples of similar documents prepared by other agencies to ensure that Water Agency analyses reflects current information and requirements of state agency and outside stakeholders interests.

Tracks case law, policy, and legislative changes in environmental law, including the California Environmental Quality Act, Federal and State Endangered Species Acts, and the National Environmental Policy Act, that might affect impact analysis and methods of document preparation.

Consults with internal and external Agency counsel as needed while preparing environmental analyses to ensure legal compliance and modifies documents and methods of preparation as needed in response to such consultation; assists counsel in preparation of administrative record if needed in response to legal challenges; may assist counsel in preparation of materials and/or arguments to be used in response to legal challenges.

Knowledge and Abilities

Considerable knowledge of: Federal, State and local laws, regulations, current programs, and court decisions pertaining to environmental protection; environmental considerations in the design, location, and construction of public (such as flood control, water supply, stream maintenance, sanitation, renewable energy, recycled water, restoration and environmental enhancement) projects; citizen and public interest groups dealing with environmental matters; physical, biological, and ecological principals; construction principles, practices, and terminology; the use of noise meters, cameras, and various audio-visual aids; contract management; English grammar, vocabulary, spelling, punctuation and composition; and office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to: analyze and design project reports and determine probable effect on environment; write effectively and to use good judgment in the assembling, evaluation, and use of information; prepare and present various reports on the effect of projects on the environment to advisory boards, commissions, and elected bodies; assist in planning, scheduling, and training of other employees; make mathematical calculations; analyze situations accurately and adopt an effective course of action; establish and maintain effective relationships with other staff members, staff of other agencies, organizations, and the general public; prepare and disseminate information to media and others; prepare a wide range of clear, concise and informative reports, correspondence and brochures; operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

Specialized assignments require the following:

Fish and Wildlife

Working knowledge of: fishery and wildlife management principles and methods; the classification, life histories, ecology, habitats, parasites, and diseases of fresh-water fish and California wildlife; research methodology; wildlife resource management, including watershed, range, forestry, fishery, wildlife and recreation techniques and equipment in making biological investigations of fish and wildlife; materials, equipment, and techniques used in fishery and wildlife habitat improvement; fishery considerations in the design, location, and construction of public

works projects relating to streams, lakes, and ecological areas.

Botanical, Wetland Resource and Soil Morphology

Working knowledge of: vegetation and soil management principles and methods; the classification and morphology of soil, and botanical identification, classification, and life histories of plants; botanical soil research methodology; techniques and equipment in making botanical and soil investigations; materials, equipment, and techniques used in botanical habitat enhancements or soil structure improvements; botanical considerations in the design, location, and construction of public construction projects relating to wetlands, riparian areas and other ecological areas.

Arboricultural/Revegetation

Working knowledge of: the classification and identification of native plants and ornamental trees; the growth habits, parasites, diseases, habitat, and life histories of native plants and ornamental trees; sources of native plants; soil amendments and fertilizers; irrigation methods, needs, and materials; erosion control methods and materials; planting monitoring and maintenance methods; tree management principles and methods; research methodologies; forestry, woodland and range resource management; techniques used in arboriculture; considerations needed to design, locate, and construct revegetation projects in urban and natural settings and to be compatible with the desired function of flood control, water supply, and sanitation facilities; arboricultural considerations in the design, location, and construction of public projects.

Environmental Analysis

Working knowledge of: current standard methodologies for environmental impact analysis and report preparation; principles and methods of effective public outreach including preparation and filing of various environmental notices as required by law; environmental case law particularly in areas affecting water supply, flood protection/control, and recycled water analyses under the California Environmental Quality Act, the National Environmental Policy Act, and the Federal and State Endangered Species Acts; mitigation methods, documentation, and monitoring standards and best management practices for impacts of construction of Water Agency related projects and the operation of such projects; legal processes for challenges to public agency compliance with environmental laws; methods of working with multi-disciplinary teams on compiling large and complicated environmental documents; methods of organizing computer files and standardizing formats for a team of staff preparing documents; methods of organizing work and motivating teams of peers and superiors contributing to environmental document preparation.

Minimum Qualifications

Education & Experience: Any combination of education, training, and experience which would likely provide the required knowledge and abilities listed. Normally, this would include a Bachelor's degree in planning, engineering, water related, physical, and/or biological sciences, environmental studies, environmental law, natural resource or watershed management, or a closely related field; and three years of experience with engineering, environmental impact assessments and permitting, including at least one year at the level of Water Agency Environmental Specialist II, or equivalent.

License: Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.

WATER AGENCY ENVIRONMENTAL SPECIALIST II

Definition

Under general supervision, reviews, analyzes, and reports on the environmental effects of public and Water Agency projects; determines the process to comply with federal, state, or local laws and ordinances; develops and recommends measures to eliminate, minimize, or mitigate the environmental effects of projects; and performs related duties as required.

Distinguishing Characteristics

This is the journey-level classification in the Water Agency Environmental Specialist series. Incumbents are expected to perform the full range of environmental review activities, and work independently in exercising judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise.

This classification is distinguished from the Water Agency Environmental Specialist I in that the latter is the entry-level in the series. This classification differs from the Water Agency Senior Environmental Specialist in that the latter is the advanced journey-level class which performs the most complex work and may be assigned as a lead worker.

This class is exempt from the Civil Service Ordinance of the County of Sonoma, as stated in Section 5 of Ordinance No. 305-A as amended.

Typical Duties

Duties may include but are not limited to the following:

Performs complex, specialized, and detailed research and analysis of short term, long term, and cumulative environmental impacts resulting from the construction of projects; prepares required environmental documentation including environmental impact reports, environmental assessments, initial studies, negative declarations, notices of exemption, and special studies such as historic property survey reports, biological survey reports, location hydraulic studies, and botanical, wetland, air quality, traffic, and noise studies.

Reviews and analyzes the details of public (flood control, water supply, sanitation, renewable energy, recycled water) projects to determine the process, if any, necessary to comply with federal, state, or local laws and ordinances, including CEQA and NEPA; contacts and works closely with federal, state, regional, and local agencies to acquire required environmental permits.

Conducts field inspections of proposed project sites to gather information in order to analyze potential effects a project may have on the environment; performs a variety of complex research and habitat restoration activities, including collecting and compiling raw data, calculating data values, producing written reports, and providing technical assistance to the public and other government agencies on a variety of fish and wildlife biology issues; summarizes field data to present to senior staff.

Develops and recommends mitigation measures to be followed that will eliminate, minimize, or mitigate the environmental effects of projects; monitors public project construction to ensure the implementation of mitigation measures and ensures legal compliance; resolves problems that may occur during construction.

Prepares specifications and design for revegetation projects and oversees the monitoring of mitigation measures, including native plant revegetation, wetland creation, and habitat enhancement projects.

Confers and maintains relations with the staff of other departments to develop project descriptions and perform preliminary environmental reviews; leads field projects that involve the training and coordination of project workers; organizes and maintains field equipment prior to, during, and after all projects; monitors project workers by direct observation; reports performance to project supervisor.

Prepares and processes legal notices in accordance with required Federal, State, and local noticing procedures; prepares or coordinates preparation of resolutions, and supporting documentation for the Board of Directors and other agencies or governing bodies.

Prepares and/or coordinates the preparation of detailed written and graphic materials, charts, maps, and visual displays necessary to obtain various environmental permits and for presentations.

Prepares Requests for Proposals (RFPs) for environmental documents, permits, and special studies; prepares scopes of work for and manages consultant contracts for environmental and special studies for projects; reviews proposals and recommends selection of consultants; monitors and evaluates consultant work products and makes recommendations.

Conducts public outreach through various methods including mailings, public meetings, and/or through informal contact initiated by the public; educates the public about ongoing projects and obtain public input on projects; prepares and presents presentations to committees, commissions, the Board of Directors, other agencies or governing bodies, and the general public; provides technical information and assistance to the public in matters related to the environmental analysis, processing, and the permitting procedures for projects, and on fish and wildlife biology issues.

Acts as a liaison to technical and advisory committees as assigned.

Performs related duties as assigned.

Knowledge and Abilities

Working knowledge of: Federal, State, and local laws, regulations, current programs, and court decisions pertaining to environmental protection; environmental considerations in the design, location, and construction of public (flood control, water supply, recycled water, renewable energy, sanitation) projects; citizen and public interest groups dealing with environmental matters; ecological relationships; construction principles, practices, and terminology; the use of noise meters, cameras, and various audio-visual aids; contract management; English grammar, vocabulary, spelling, punctuation and composition; and office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to: analyze and design project reports and determine probable effect on environment; write effectively and to use good judgment in the assembling, evaluation and use of information; prepare and present various reports on the effect of projects on the environment to advisory boards, commissions, and elected bodies; make mathematical calculations; analyze situations accurately and adopt an effective course of action; establish and maintain effective relationships with other staff

members, staff of other agencies, organizations, and the general public; prepare and disseminate information to media and others; prepare a wide range of clear, concise and informative reports, correspondence and brochures; operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

Minimum Qualifications

Education & Experience: Any combination of education, training, and experience which would likely provide the required knowledge and abilities listed. Normally, this would include a Bachelor's degree in planning, engineering, water related, physical, and/or biological sciences, environmental studies, environmental law, natural resource or watershed management, or a closely related field; and two years of experience with engineering, environmental impact assessments and permitting, and/or public works projects, including some experience in the preparation of environmental reports.

License: Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.

WATER AGENCY ENVIRONMENTAL SPECIALIST I

Definition

Under supervision, learns to review, analyze, and report on the environmental effects of public and Water Agency projects; learns to determine the process to comply with federal, state, or local laws and ordinances; learns to develop and recommend measures to eliminate, minimize, or mitigate the environmental effects of projects; and performs related duties as required.

Distinguishing Characteristics

This is the entry-level classification in the Water Agency Environmental Specialist series. Incumbents initially work under close supervision as they learn to perform environmental review activities. Once they have gained experience, incumbents are expected to perform the full range of environmental review activities, work independently in exercising judgment and initiative, and acquire the knowledge and abilities necessary to alternately promote to the Water Agency Environmental Specialist II level.

This classification differs from the Water Agency Environmental Specialist II in that the latter is the journey-level class in Water Agency Environmental Specialist series, and is expected to work more independently.

This class is exempt from the Civil Service Ordinance of the County of Sonoma, as stated in Section 5 of Ordinance No. 305-A as amended.

Typical Duties

Duties may include but are not limited to the following:

Learns to performs research and analysis of short term, long term, and cumulative environmental impacts resulting from the construction of projects; prepares required environmental documentation including environmental impact reports, environmental assessments, initial studies, negative declarations, notices of exemption, and special studies such as historic property survey reports, biological survey reports, location hydraulic studies, and botanical, wetland, air quality, traffic, and noise studies.

Learns to review and analyze the details of public (flood control, water supply, sanitation, renewable energy, recycled water) projects to determine the process, if any, necessary to comply with federal, state, or local laws and ordinances, including CEQA and NEPA; contacts and works closely with federal, state, regional, and local agencies to acquire required environmental permits.

Learns to and conducts field inspections of proposed project sites to gather information in order to analyze potential effects a project may have on the environment; performs a variety of research and habitat restoration activities, including collecting and compiling raw data,

calculating data values, producing written reports, and providing technical assistance to the public and other government agencies; summarizes field data to present to senior staff.

Learns to develop and recommend mitigation measures to be followed that will eliminate, minimize, or mitigate the environmental effects of projects; monitors public project construction to ensure the implementation of mitigation measures; ensures legal compliance; resolves problems that may occur during construction.

Learns to and prepares specifications and design for revegetation projects and oversees the monitoring of mitigation measures, including native plant revegetation, wetland creation, and habitat enhancement projects.

Confers and maintains relations with the staff of other departments to develop project descriptions and perform preliminary environmental reviews; organizes and maintains field equipment prior to, during, and after all projects.

Learns to prepare and process legal notices in accordance with required Federal, State, and local noticing procedures; prepares resolutions, and supporting documentation for the Board of Directors and other agencies or governing bodies.

Prepares and/or coordinates the preparation of detailed written and graphic materials, charts, maps, and visual displays necessary to obtain various environmental permits and for presentations.

Learns to prepare Requests for Proposals (RFPs) for environmental documents, permits, and special studies; prepares scopes of work for environmental and special studies for projects.

Learns to conduct public outreach through various methods including mailings, public meetings, and/or through informal contact initiated by the public; educates the public about ongoing projects and obtain public input on projects; prepares and presents presentations to committees, commissions, the Board of Directors, other agencies or governing bodies, and the general public; provides technical information and assistance to the public in matters related to the environmental analysis, processing, and the permitting procedures for projects, and on fish and wildlife biology issues.

Acts as a liaison to technical and advisory committees as assigned.

Performs related duties as assigned.

Knowledge and Abilities

Working knowledge of: Federal, State, and local laws, regulations, current programs, and court decisions pertaining to environmental protection; environmental considerations in the design, location, and construction of public (flood control, water supply, recycled water, renewable energy, sanitation) projects; citizen and public interest groups dealing with environmental matters; ecological relationships; and English grammar, vocabulary, spelling, punctuation, and composition.

Some knowledge of: construction principles, practices, and terminology; the use of noise meters, cameras, and various audio-visual aids; and office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to: analyze and design project reports and determine probable effect on environment; write effectively and to use good judgment in the assembling, evaluation and use of information; prepare and present various reports on the effect of projects on the environment to advisory boards, commissions, and elected bodies; make mathematical calculations; analyze situations accurately and adopt an effective course of action; establish and maintain effective relationships with other staff members, staff of other agencies, organizations, and the general public; prepare and disseminate information to media and others; prepare a wide range of clear, concise and informative reports, correspondence and brochures; operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

Minimum Qualifications

Education & Experience: Any combination of education, training, and experience which would likely provide the required knowledge and abilities listed. Normally, this would include a Bachelor's degree in planning, engineering, water related, physical, and/or biological sciences, environmental studies, environmental law, natural resource or watershed management, or a closely related field; and one year of experience with engineering, environmental impact assessments and permitting, and/or public works projects, including some experience in the preparation of environmental reports.

License: Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.

WATER AGENCY
GOVERNMENTAL AFFAIRS MANAGER ~~COORDINATOR~~

Definition

Under direction, ~~plans, organizes, directs, and coordinates, and activities related to legislative affairs by acting as the legislative advocate of the Sonoma County Water Agency and~~ manages the work ~~Public Affairs and Water Programs section~~ of sections within the Environmental Resources and Public Affairs Division of the Sonoma County Water Agency; acts as the coordinator of legislative activities for the Sonoma County Water Agency; ~~participates; supervises professional and/or clerical staff~~ in the administration and development of Agency-wide and division policies, plans, and projects ~~accomplishment of their work~~; coordinates the work of the sections ~~section~~ with other divisions, County departments, federal, state, and local agencies and boards; and performs related duties as required.

Distinguishing Characteristics

The Water Agency Governmental Affairs Manager is responsible for day-to-day management of sections that perform activities related to community outreach, media relations, state and federal legislative coordination, water related community education programs, funding, and other strategic programs. ~~This single management position class serves as a section manager with responsibility for directing subordinates in activities involved with legislative review, monitors local government regulations, and oversees the Water Agency's Washington, D.C., and Sacramento legislative consultants.~~ The incumbent of this class exercises considerable discretion and independent judgment in the prioritization and coordination of the section's mandates, goals, and objectives. Policy direction is provided by the General Manager/~~Chief Engineer~~ and the Water Agency Division Manager ~~of~~ Environmental Resources and Public Affairs through conferences, meetings, and written communication.

This classification differs from the Water Agency Environmental Resources Manager in that the latter classification is focused on environmental review and studies and biological field work and research. It differs from the Community and Governmental Affairs Manager in that the latter has responsibility for the county-wide intergovernmental affairs and legislative advocacy programs.

This class is exempt from the Civil Service Ordinance of the County of Sonoma, as stated in Section 5 of Ordinance No. 305-A as amended.

Typical Duties

Duties may include but are not limited to the following:

Provides oversight and day-to-day management of assigned sections, programs, and projects; supervises staff directly, or through subordinate managers and supervisors; interviews, selects, orients, trains, and evaluates the performance of staff; reviews personnel recommendations of subordinate managers and supervisors; recommends salary step increases and disciplinary actions.

Prepares and recommends section policies and procedures to the Division Manager and/or General Manager; reports on the effectiveness of established policies and procedures.

recommends improvements and revisions; and attends staff meetings to provide information on the progress of legislative proposals and projects, programs and studies.

~~Plans, organizes, directs, and manages activities related to the legislative affairs of the Water Agency including the Public Affairs Section; establishes division performance goals and objectives, and manages work assignments to meet critical deadlines.~~

~~Interviews applicants, makes recommendations for their employment, and assures their training; evaluates the performance of subordinates and makes appropriate recommendations; and ensures that safe working conditions are maintained.~~

~~Drafts and administers legislative consultant contracts for monitoring and/or supporting legislative proposals of interest to the Water Agency.~~

Develops and installs management improvements and practices within the sections~~section~~; makes recommendations on procedures, forms, work flow, and equipment use; prepares and/or supervises the preparation of procedure manuals and organization and work flow charts.

Develops and implements the Agency's state and federal legislative agenda; oversees~~Oversees~~ the review and analysis of proposed federal, state, and local legislative programs to determine possible effects on the Water Agency's policies and procedures; coordinates the preparation of legislative proposals; ensures compliance with record keeping and reporting requirements; drafts and administers legislative consultant contracts for monitoring and/or supporting legislative proposals of interest to the Water Agency.

Oversees the Agency's Washington D.C. and Sacramento legislative consultants; travels to essential legislative hearings and public agency conferences and visits legislative offices; and manages the preparation of and reviews narrative and statistical reports on a variety of legislative issues.

Oversees the program development of various public outreach, water use efficiency~~conservation~~ and water education campaigns; ~~uses~~~~using~~ a variety of media to increase community awareness of the need for, and methods to conserve water and energy, support watershed stewardship, preserve and/or improve water quality, and protect and enhance endangered or threatened fish species.

Oversees the preparation, justification, and administration of the sections' budgets; submits budget recommendations; monitors expenditures; participates in budget narrative development; provides cost estimates for components of water-related education programs~~section budget.~~

May represent the Water Agency at other organizations' meetings or at public gatherings; acts as Water Agency's legislative liaison to other agency or county divisions and departments including County Administrator, County Counsel, and Water Agency's Board of Directors; prepares requested legislative reports and associated correspondence.

~~Prepares and recommends section policies and procedures to the Division Manager and General Manager/Chief Engineer, reports on the effectiveness of established policies and procedures and~~

~~recommends improvements and revisions, attends management staff meetings to advise on the progress of legislative proposals at the federal, state, and local level and on issues related to water conservation and water education programs.~~

Confers with Water Agency staff regarding the Capital Improvement Plan, other planned projects, and regulatory issues where legislative support is needed for obtaining funding, implementing projects and changes ~~in~~ing regulations.

Conducts~~Where appropriate, conducts~~ legislative negotiations with individuals, corporations, and/or other government agencies; conducts and participates in public hearings in order to present the Water Agency's position, provide information and clarification, and receive input from interested parties.

Assists in the procurement of funding from federal or state funding sources through development of reports and other materials; makes~~and~~ presentations before boards or commissions.

Represents the Water Agency on various technical and advisory committees.

~~Prepares and reviews draft budgets for section, tracks expenditures, provides cost estimates for components of water conservation and water education programs.~~

Oversees the preparation and may prepare and/or review resolutions and agenda material for Board of Directors and other governing bodies~~Directors' approval~~.

Performs related duties as assigned.

Knowledge and Ability

Thorough knowledge~~Knowledge of:~~ principles, methods, and techniques of legislative process and implementation; Federal, State~~federal, state~~, and local laws, regulations, and court decisions, including water law, water rights, environmental compliance process, species and habitat protection, and water education programs~~conservation~~; water programs budgeting and cost estimating; legislative budgeting and funding process and programs; principles, practices and methods of water and energy use efficiency and natural resource conservation; strategies and methods for effective educational programs, methods of energy and water use efficiency program implementation and monitoring, including plumbing efficiency, landscaping and turf, and urban and non-urban water reuse; consideration of landscape design, revegetation, soils, flood control, and erosion mitigation; principles and techniques of mass communication, public speaking, journalism, and social media; and principles and techniques of establishing and maintaining effective public relations; principals of supervision; management and leadership styles and techniques designed to train, supervise, motivate, and lead a group of employees, which includes understanding employee behavior and performance standards; interviewing techniques; report writing;~~use of personal computers~~ and written and oral communication, including language mechanics, syntax, and English composition.

Considerable knowledge of:~~appropriate software applications;~~ County government, Federal, State~~federal, state~~, and local agencies which must coordinate work with Water Agency; citizen and public interest groups dealing with legislative matters; and legislative considerations in the

construction, operation, and maintenance of water, wastewater, recycled water, environmental enhancement and flood control projects; and office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to: determine work priorities and effectively coordinate and schedule the necessary personnel and other resources; deal tactfully, ~~convincingly,~~ and effectively with department personnel, government officials, representatives of specific interest groups, and the general public; ensure that stringent deadlines are met; effectively assemble, organize and present in written and/or oral ~~form~~ reports containing alternative solutions and recommendations regarding specific resources, plans, and policies pertaining to legislative action; plan, organize, coordinate, supervise, train, motivate, and evaluate professional and technical employees engaged in legislative activities; balance legislative needs with Water Agency goals, including those of providing water, sanitation, and flood control services; establish and maintain effective working relationships with Agency employees, Board of Directors, Planning Commissions, City Councils, District Boards, environmental permitting agencies, Water Advisory Committee, public agencies, and the general public to facilitate understanding and mutual cooperation; supervise the preparation of, or perform difficult, complex, and specialized legislative studies and projects; speak effectively before diverse groups and audiences; effectively synthesize data into final format; prepare clear and concise written reports and presentations; analyze administrative problems and a variety of programs, systems, and procedures.

Working Conditions

~~Duties require sitting, standing, squatting, stooping, and walking on level surfaces in performance of daily activities. The position requires grasping, repetitive hand movement, and fine coordination in preparing reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, reports, statistical data and using a computer, and acute hearing is required when providing phone service and communicating in person. Incumbent may be required to drive vehicles, walk on uneven surfaces and be subjected to dust, pollen and poison oak while making site visits. The need to climb stairs, push and/or lift weights up to 25 pounds may be required when using office equipment, lifting report binders, plans and/or boxes of specifications and reports. The incumbent attends meetings, works with interruptions, and answers questions while meeting critical schedules and multiple deadlines.~~

Minimum Qualifications

Education & Experience: Any combination of ~~course work~~ education, ~~and~~ training, and experience ~~that which~~ would likely provide ~~an opportunity to acquire the~~ required knowledge and abilities listed. Normally, ~~this such course work~~ would include a Bachelor's ~~the equivalent of a four-year college or university~~ degree in water related science, environmental studies, environmental law, education, political science, communications, public relations ~~geography, economics, law, physical and biological sciences,~~ or a closely related field; and .

~~**Experience:** Any combination of experience that would provide the opportunity to acquire the knowledge and abilities listed. Normally, four years of progressively responsible legislative affairs, community outreach, and/or water use efficiency and education experience at a comparable agency with commensurate~~ with complex public agencies and programs, involving the preparation

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~~of legislative documents, and~~ including two years of experience in a ~~an administrative or~~ supervisory capacity, ~~would provide such opportunity.~~

License: Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.

WATER AGENCY PRINCIPAL PROGRAMS SPECIALIST

Definition

Under ~~general~~ direction, ~~coordinates~~, plans, organizes, ~~directs~~ and ~~supervises~~ ~~evaluates~~ the activities of a single section in the Environmental Resources and Public Affairs Division of ~~water conservation or water education programs at the Sonoma County Water Agency engaged in; directs activities or educational programs related to demand side water conservation, water reclamation, and conservation planning; coordinates the areas of water effective use efficiency, public information, water education, and/or governmental affairs; acts as a spokesperson with media and community groups of personnel within the assigned section; provides technical staff assistance; ~~recommends and implements changes, policies and procedures; coordinates budget and program management activities;~~ and performs related duties as required.~~

Distinguishing Characteristics

This management classification ~~Management class~~ has full supervisory and administrative responsibilities for an assigned ~~the Water Conservation or Water Education Programs~~ section engaged in water use efficiency, public information, water education, and/or governmental affairs within the Sonoma County Water Agency. The incumbent provides overall coordination and administration of activities in the ~~related to the Agency's water conservation or water education programs, including planning, organizing and reviewing the work of professional staff assigned area of the~~ responsibility, and is expected to use personal initiative and sound independent judgment in the oversight of day-to-day operations. ~~to develop and implement water conservation, water reclamation and water education planning programs. This classification is distinguished from the Water Agency Programs Specialist class by finance and budget responsibilities as well as analyzing and reporting the effectiveness of current and pending conservation programs and personnel supervision.~~ The incumbent represents the Agency as a liaison with the Agency's water contractors, ~~various~~ public officials, community groups, members of the public, and Agency staff in promoting and implementing program components. ~~The manager is expected to use personal initiative and sound independent judgment in the management of day-to-day operations.~~

This classification differs from the Water Agency Governmental Affairs Manager in that the latter is responsible for multiple sections within the division and acts as the legislative advocate coordinator of all legislative activities for the Water Agency. It differs from the Water Agency Programs Specialist I/II in that the latter are the entry/journey level staff, and do not supervise. It differs from the Senior Program Specialist, in that the Principal Program Specialist is the management-level classification in the series.

This class is exempt from the Civil Service Ordinance of the County of Sonoma, as stated in Section 5 of Ordinance No. 305-A as amended.

Typical Duties

Duties ~~Typical duties~~ may include; but are not limited to; the following:;

Analyzes assigned section programs; conducts studies of systems and procedures; evaluates section policies and formulates improvements; develops and adapts work methods to meet

changing needs and to simplify processes.

Develops, directs, coordinates, and manages public information, media and public relations, and internal communications programs; develops, implements, and analyzes strategic public affairs policies and procedures to ensure alignment with the Water Agency's missions and goals; identifies, analyzes, and coordinates legislative proposals and grant funding opportunities; assists in writing and editing grant applications.

Supervises, directs, coordinates, and reviews the work of technical staff; interviews, and selects staff; evaluates performance; recommends salary step increases and disciplinary actions; trains staff in accordance with department regulations; acts as a technical resource.

Establishes and maintains working relationships with the news media, community groups, non-governmental organizations, Water Agency water contractors and other customers and their staff, elected officials, regulators, schools, and other governmental agencies.

Coordinates preparation of water use efficiency components within the long-range Urban Water Management Plan as required by State law; evaluates

~~Coordinates, plans, organizes, directs and reviews the work of assigned staff involved in all phases of the water conservation or water education programs., including identification, evaluation and implementation of measures essential to the efficient use of the water supply; provides technical support to staff; establishes program performance goals and objectives; and manages work assignments to meet deadlines.~~

Evaluates water use by industrial, commercial, and residential users; ~~and~~ coordinates the development and implementation of appropriate water use efficiency programs; analyzes and recommends methods and practices to reduce wastewater flow to public facilities; analyzes and recommends water reuse programs to offset potable supply; researches, identifies, evaluates, and implements measures for the efficient use of the water supply~~conservation programs.~~

Makes effective use of a variety of outreach methodologies including newspapers, radio, television, and printed materials to increase community awareness of the need for and methods to use water efficiently; plans and develops advertising campaigns for special water related events for water use efficiency, public outreach, education, and public information.

Prepares and/or directs preparation of cost-effectiveness analysis for water use efficiency Best Management practices ~~under the Memorandum of Understanding~~ as required for the Agency and its retail customers; directs the preparation of related documents and makes presentations relative to Urban Water Management Plan adoption and other water use efficiency programs and plans.

Analyzes and recommends methods and practices to reduce wastewater flow to public facilities and determines the cost effectiveness of such measures.

Conducts~~Coordinates preparation of a comprehensive, long-range Urban Water Management Plan as required by State law; directs the preparation of related documents and makes~~ presentations regarding activities and services ~~relative~~ relative to a variety of governmental, non-governmental, industry, ~~plan adoption.~~

~~Researches, analyzes and special interest groups. Prepares~~~~determines the short-term and long-term water savings resulting from program implementation and prepares~~ reports for presentation to local boards and councils.

Researches, writes, and edits staff reports, presentations, news releases, public relations articles, pamphlets, bulletins, and educational materials; coordinates~~Coordinates~~ preparation of various reports required under the Memorandum of Understanding for Urban Water Conservation in California and/or as required by boards, councils, or Water and Technical Advisory Committees.

~~Prepares and/or directs preparation of cost-effectiveness analysis for Water Conservation Best Management practices under the Memorandum of Understanding as required for the Agency and its retail customers.~~

~~Coordinates and develops a strategic water conservation and/or water education campaign that makes effective use of a variety of media including radio, television, and printed materials to increase community awareness of the need for and methods to conserve water.~~

Directs the development and delivery of educational programs in schools, fairs, and other community locations.

Serves on industry, professional, and community committees, boards, commissions and task forces as assigned.

~~Reviews informational and educational program activities for effectiveness and makes recommendations as needed.~~

~~Analyzes section work programs; conducts studies of systems and procedures; evaluates section policies and formulates improvements; develops and adapts work methods to meet changing needs and to simplify process.~~

~~Manages and conducts workshops and presentations to professional, industrial, governmental and other customers; identifies and promotes methods to increase efficient water use; encourages the use of water conserving plants and efficient irrigation systems in new development areas; promotes conversion to water conserving landscapes as customers make modifications to existing landscapes; encourages use of leak detection programs; and develops methods to increase utilization of water saving devices among existing water users.~~

~~Interviews applicants, makes recommendations for their employment and assures their training; evaluates the performance of subordinates and makes appropriate recommendations; and ensures that safe working conditions are maintained.~~

~~Represents the Water Agency on water conservation and/or water education issues at committees, conferences, and meetings organized by County groups, the California Urban Water Conservation Council, professional associations, and public and private agencies.~~

Directs the preparation and administration of grants designed to promote water conservation and water education.

Prepares budget recommendations and supporting justification; monitors, forecasts, and reports on program schedules and expenditures; represents assigned~~the~~ section in discussions of fiscal matters.

Performs related duties as assigned.

Knowledge and Abilities

Thorough knowledge of: -principles, practices and methods of water use efficiency and natural resource conservation; strategies and methods for effective educational ~~program programs;~~ ~~methods~~programs; methods of conservation program implementation and monitoring, including plumbing efficiency, landscaping and turf, and urban and non-urban water reuse; ~~consideration of landscape design, revegetation, soils, flood control, and erosion mitigation; principles and techniques of mass communication, public speaking and journalism;~~ and principles and techniques of establishing and maintaining effective public relations; English usage, spelling, grammar, and punctuation; fundamentals of mass communication, public speaking, journalism, and social media; principles of graphic design and production; and techniques and methods of research, report writing and preparation of informational materials.

Considerable knowledge of: environmental ~~methods and principles used in determining cost-effectiveness of water conservation best management practices;~~ environmental principles and operation of water supply facilities and distribution systems; methods of water treatment and recycling, landscape design~~statistical techniques; computer analysis techniques, program evaluation,~~ and installation practices; California State Science Standards~~scientific search methodology and practices; principles of supervision and program management;~~ California Water Codes and related laws; Federal, State, and local laws, regulations, and court decisions including water law, water rights, environmental compliance process, species and habitat protection, and water efficiency use and education; methods, and techniques of legislative process and implementation; environmental regulations and environmental enhancement and restoration methods related to operation and construction of water supply, flood control, renewable energy, recycled water, and wastewater treatment facilities; forecasting and statistics and their application in analysis; group dynamics as it relates to public organizations; modern office methods, procedures, and equipment, including computers and applicable software applications such as word processing, spreadsheets, and databases. ~~analysis of water use; and proper spelling, grammar, punctuation and writing practices.~~

Working knowledge of:- management and leadership styles and techniques designed to train, supervise, motivate and lead a group of employees, which includes understanding employee behavior and performance standards; effective supervision; techniques and methods of training employees in work procedures; interviewing techniques; modern personnel and fiscal administration; modern principles and practices of budget preparation and control; and legislative budgeting and funding process and programs.

Ability to: lead, assign, prioritize, train, and monitor the work of others; communicate clearly and effectively, both orally and in writing; investigate, assess, and evaluate data and develop an effective course of action; work independently in performing most work assignments, and in resolving problems and deviations; plan, organize and direct the activities of the water use efficiency~~conservation program~~ or water education ~~programs~~program; train, develop and motivate staff; schedule, manage, and direct the implementation, coordination, and evaluation of water use efficiency~~conservation~~ programs and projects; collect, compile and analyze water use and supply data and assess the cost effectiveness of water ~~conservation~~use efficiency, public outreach and

water education programs; negotiate agreements with various agencies and special interests to facilitate program activities; speak effectively in public before diverse groups including boards, councils, commissions, community groups, and student groups; establish and maintain effective working relationships with persons possessing a wide variety of divergent views; plan, organize and coordinate a comprehensive water use efficiency ~~conservation~~ public relations program; compile clear and concise reports, letters, newsletters and other written materials; coordinate educational and informational seminars and workshops; communicate verbal and written ideas clearly and logically; and use personal computers and appropriate software applications to perform duties.

Working Conditions

~~Duties require prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement, and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer, and acute hearing is required when providing phone service and communicating in person. The need to lift, drag and push files, computer reports, or other materials weighing up to 25 pounds is also required.~~

Minimum Qualifications

Education & Experience: Any combination of ~~experience~~ education and training which ~~that~~ would provide the opportunity to acquire the knowledge and abilities listed. Normally, ~~graduation from a Bachelor's degree~~ four-year college or university with major course work in ~~landscape architecture,~~ water related science, environmental studies, environmental law, education, political science ~~park planning,~~ communications, ~~journalism,~~ public relations, ~~media studies,~~ or a closely related field; and four years of progressively responsible experience in the implementation of water-related programs, including expertise in water use efficiency, government affairs, or media relations which includes the preparation, implementation, and management of water use efficiency or water education programs, including at least one year of experience at the level of Water Agency Senior Programs Specialist, or equivalent. One year of lead or supervisory experience is highly desired ~~would provide such opportunity.~~

License: Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.

Certification: ~~Possession of, a Grade II Water use Efficiency Conservation Practitioner certificate from the American Water Works Association is highly desired.~~

WATER AGENCY SENIOR PROGRAMS SPECIALIST

Definition

Under general direction, plans, develops, organizes, coordinates, and implements the more complex and multijurisdictional Water Agency programs related to water use efficiency, water education, and/or community and government affairs; coordinates assigned activities with other divisions, municipalities, and outside agencies; acts as a lead worker; and performs related duties as required.

Distinguishing Characteristics

The Water Agency Senior Program Specialist is the lead worker and advanced journey-level classification in the Water Agency Program Specialist series. Incumbents in this class perform the most complex and specialized analyses of water use practices; use initiative and creativity in designing and implementing measures to reduce water use, deliver programs related to water education, water use efficiency, and/or community and government affairs programs. The work involves a variety of public contact in directing, promoting, and implementing programs and program components. Incumbents may be expected to train, orient, and guide new and regular employees in all aspects of their jobs, and may provide input regarding staff evaluations.

This classification is distinguished from Water Agency Programs Specialist I/II by its performance and responsibility to manage the most complex multijurisdictional and broad-based programs and projects. This classification differs from the Water Agency Principal Programs Specialist in that the latter is a management-level class in the Water Agency Programs Specialist series.

This class is exempt from the Civil Service Ordinance of the County of Sonoma, as stated in Section 5 of Ordinance No. 305-A as amended.

Typical Duties

Duties may include but are not limited to the following:

Develops, directs, and implements public outreach and education programs including meetings, workshops, tours, community events, public hearings, conferences, and seminars intended to further Water Agency objectives and improve community relations.

Oversees development and completion of agreements with other public entities such as the State of California, municipalities and special districts in Sonoma and other counties, manufacturers and distributors of program supplies, and contractors as necessary to implement regional water related programs.

Maintains open and effective communication with other governmental agencies and stakeholders; identifies the need, initiates and facilitates developing consensus on water-related issues and activities.

Prepares Requests for Proposals (RFPs) for consulting services, supplies, program implementation and evaluation and testing of new technology to provide cost effective solutions,

program resources and services. Reviews proposals and recommends selection of consultants, contractors, and suppliers. Monitors and evaluates contractor performance.

Plans, develops and implements communications programs using print, direct mail, radio, television, billboards, internet, social media, and other methods to increase public awareness of water use efficiency, pollution prevention, environmental and watershed protection, Water Agency facilities and operations, water education, recycled water, renewable energy, and other topics of importance to the Water Agency.

Acts as project manager for one or more complex and multijurisdictional programs related to water use efficiency, water education, flood prevention, community affairs, and/or government affairs. Prepares project budgets; tracks and monitors project and program costs.

Analyzes and coordinates impacts on other Water Agency programs, analyzes where internal efficiencies may be gained or programs should be coordinated for maximum benefit and utilization.

Represents the Water Agency to municipalities, special districts, county departments, and outside agencies in Sonoma and other counties who participate or may participate in assigned programs and projects. Represents the Water Agency on various committees, councils, community organizations, and trade association panels, and in meetings with elected officials, staff members, and the public.

Makes presentations and prepares or coordinates staff reports and supporting documentation to the Board of Directors, city councils, water and technical advisory committees, the State Water Resources Control Board, Regional Water Quality Control Boards, California Department of Fish and Wildlife, legislative committees and other agencies, governing bodies and the general public.

Assists the Principal Program Specialist and other managers within the Water Agency to develop and implement best management practices for optimum program performance and provides input on development of departmental budgets.

Trains, , schedules, oversees, and monitors work activities of office and field personnel, volunteers, interns, Water Agency Resource Program Technicians, and Water Agency Program Specialists I/II's, contractors, and consultants working on assigned programs within the Water Agency's jurisdiction.

Acts as a Water Agency spokesperson to make presentations regarding program activities and services to the news media and a variety of community, government, and special interest groups.

Plans, implements, and acts as program manager for public outreach efforts during critical water supply periods, wastewater treatment facility permit exceptions, floods and other emergencies as needed.

Prepares, submits, and administers grant applications designed to supplement and enhance Water Agency programs including water use efficiency, education, and other topics.

Collects and analyzes data from electronic data processing systems; establishes and updates

information, generates documents and correspondence, management reports; communicates with others.

Performs related duties as assigned.

Water Agency Senior Program Specialists may be assigned responsibility for the programs in one or more of the following areas and have responsibility for duties in addition to those listed above:

Water Use Efficiency

Designs, develops, plans, organizes, implements and coordinates all phases of the Water Agency's wholesaler water use efficiency programs and best management practices for commercial/industrial/institutional water use efficiency, and wholesale agency assistance to retail water use efficiency programs.

Develops, plans, and implements water use efficiency programs that support Water Agency water contractor's efforts to address best management practices for residential water audits, residential device retrofits, leak detection and metering, large landscape audits, rebates for water efficient devices and appliances, conservation water rates, water use efficiency and water waste prohibition ordinances.

Acts as project manager for critical water efficiency and education programs providing grant and budget management and ensuring program goals are achieved on time and within budget.

Monitors water efficiency program performance and independently makes adaptive changes to correct deficiencies and maximize cost effectiveness. Reports progress toward program goals to Water Agency management. Performs and/or oversees complex, specialized analysis of water use practices and cost effective measures to reduce water use and develop strategies to maximize water savings and cost-effectiveness.

Performs complex, specialized, and detailed research and analysis of cost-effectiveness of new and existing methods for water use efficiency; develops and implements cost-effective methods when approved by management.

Provides technical information and assistance to other government and resource agency personnel and the public in matters related to implementation, analysis and evaluation of water efficiency programs.

Develops and implements efficiency measures and practices that will increase water reuse for specific public and private purposes; assists in determining the cost-effectiveness of such measures.

Provides professional consultation on native and low water-use plants, soils and soil amendments, plant layout, irrigation, erosion control, and re-vegetation activities and related topics.

Plans, prepares, reviews, and coordinates with other Water Agency staff to develop and submit water use efficiency related components of the Water Agency's Urban Water Management Plan.

Community Affairs

Plans, directs and implements community relations activities for the Water Agency including planning, leading, and documenting public meetings; acts as a Water Agency representative by providing information at community events; prepares and distributes literature; responds to telephone inquiries; participates in community organizations.

Coordinates and directs programs with other Water Agency staff and departments; participates in public outreach related to emergency events that impact Water Agency facilities or resource management.

Plans, directs and implements the Water Agency's media relations program; develops positive working relationships with personnel from local newspapers, and radio and television news organizations; maintains systems to distribute information to these persons as needed; speaks for the Water Agency when so directed in television, radio, and print media interviews; coordinates press coverage for the Water Agency.

Researches, writes, reviews and edits staff reports, news releases, brochures, pamphlets, bulletins, and other publicity or educational materials.

Fields questions from the public, government officials, Water Agency contractors, and others regarding Water Agency policy, programs, and contracts; conducts research and provides timely response to inquiries.

Attends Water Agency technical project meetings as needed; upon approval issues press releases, public service announcements, and media placements as needed to keep the public informed about Water Agency activities.

Promotes awareness of Water Agency projects and programs through designing, implementing, and maintaining the content of a variety of media including intranet, internet, and social media platforms; develops and implements social media outreach and website content.

Analyzes and interprets information on a variety of integrated water resource issues; plans and implements appropriate communication strategies to advance integration of water resources.

Water Education

Plans, develops, organizes, and implements instructional programs related to water use efficiency, watershed awareness, fisheries, sustainability, renewable energy, water quality, wastewater treatment, recycled water, wetlands, and general water science at schools and field study sites; makes presentations at fairs, community events, and other locations where the Water Agency participates in programs or exhibits.

Researches, develops, and implements program specific curriculum and educational support materials for water education and pollution prevention programs in the classroom and outdoor settings that align with state and federal standards for science education.

Plans, develops and conducts naturalist and environmental programs relating to watershed awareness and water use efficiency, wetlands, sustainability, and general water science, fisheries

restoration efforts, and other habitat enhancement; researches and writes a variety of reports on assigned projects.

Designs, markets, and implements staff development workshops for teachers. Assesses the effectiveness of Water Agency educational materials and recommends selection of materials that increase program performance.

Develops, oversees, provides direction and coordinates education outreach activities, program publicity, and mailings.

Prepares reports, documents surveys as required to monitor program accomplishments and annually analyzes and interprets program data.

Government Affairs

Assists the Principal Program Specialist in oversight, direction, and coordination of state and federal lobbying programs.

Plans, directs and implements cooperative programs with other governmental agencies including water supply contractors, other water agencies, local governments, resource conservation districts, regional associations, non-governmental organizations, and various local, state and federal agencies.

Plans, facilitates and makes presentations and articulates Water Agency positions, activities, priorities, and other matters at meetings, conferences, conventions and other events.

Develops and implements processes to prepare and disseminate materials, literature and information to support Water Agency initiatives related to program funding, legislation and regulatory issues.

Develops and implements strategies to support Water Agency legislative priorities, funding requests, permit and grant applications, and regulatory objectives.

Plans and conducts tours and facilitates high level meetings and provides information about Water Agency facilities and operations for local, state, and national elected officials, and legislative staff members, administrative staff, stakeholders, the general public, water contractors, and other interested parties as requested.

Attends various board, council and state or federal agency meetings and articulates Water Agency policy and priorities as directed by management, responds to questions, makes presentations and reports the outcome of board or council actions.

Knowledge and Abilities

Thorough knowledge of: Operation of water supply facilities, water treatment facilities and water distribution systems; methods of water treatment and recycling; environmental regulations and environmental enhancement and restoration methods related to operation and construction of water supply, flood control, renewable energy, recycled water, and wastewater treatment facilities; fundamentals of communication, public speaking; data analysis and statistical forecasting methods; best practices for community outreach; English grammar, composition,

vocabulary, spelling, and punctuation; standards and practices for workplace safety; and office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, search tools, social media services and database applications.

Ability to: plan, develop, organize, and implement a wide variety of water-related programs; negotiate agreements with various agencies and special interests to facilitate program activities; speak effectively and persuasively before diverse groups; establish effective working relationships with other staff and with persons possessing a wide variety of divergent views; plan, organize, train, lead, and direct the activities of Water Agency staff and employees of participating municipalities, specials districts, the public, and outside agencies; create, innovate, develop, implement, and manage a variety of programs and projects related to water use efficiency, water education, community affairs, or government affairs; write and edit written materials for publication; compile concise reports, letters, newsletters and other written materials; coordinate educational and informational seminars and workshops; prepare and disseminate information to media and others; prepare a wide range of clear, concise, and informative reports, correspondence, and brochures; operate office equipment including computers and supporting word processing, spreadsheet, and database applications; use the internet and social media to enhance public outreach.

Specialized assignments require the following:

Water Use Efficiency

Working knowledge of: Principles, practices and methods of water use efficiency and natural resource conservation; methods of conservation program implementation and monitoring; plumbing efficiency; building code requirements; landscaping and turf water efficiency; methods for urban and non-urban water reuse; landscape design and installation practices; regulatory framework and reporting standards for water efficiency in California including State Water Board requirements and urban water management plan specifications.

Water Education

Working knowledge of: Strategies and methods for effective educational programs; current state and federal standards for science education; strategies for effective behavior management; methods for outdoor education and natural interpretation, strategies for curriculum development and implementation; methods to analyze educational effectiveness.

Community Affairs

Working knowledge of: Principles and techniques for establishing and maintaining effective public relations; media operations and effective media relations; techniques for effective use of social media; principles of graphic design and production; techniques and methods of research, report writing and preparation of informational materials; strategies for conflict resolution and mediation;

Government Affairs

Working knowledge of: Basic principles of the state Water and Government Codes and related laws; state and federal legislative procedures; regulatory requirements governing legislative advocacy; communication methods for legislative advocacy; strategies for developing multi-

agency coalitions.

Minimum Qualifications

Education & Experience: Any combination of education, training, and experience which would provide the required knowledge and abilities listed. Normally, this would include a four-year degree in water related science, environmental studies, education, political science, communications, public relations, or a closely related field; and three years of experience, which includes at least one year at the level of Water Agency Program Specialist II, or equivalent, that has included experience in the implementation of water-related programs in one or more of the following areas: community relations, public outreach, media, water use efficiency technology, teaching methods consistent with state-wide educational standards, and/or legislative processes at the federal or state level.

Desired Certifications: Possession of a Grade II Water Use Efficiency Practitioner certificate from the CA/NA Section of the American Water Works Association for persons in the Water Use Efficiency specialization. Possession of a California teaching credential for persons in the Water Education specialization

License: Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.

WATER AGENCY PROGRAMS SPECIALIST II

Definition

Under general ~~supervision~~direction, plans, develops, organizes, and implements Water Agency programs related to water use efficiency, public information, water ~~conservation, water~~ education, and/or governmental affairs; coordinates assigned activities with other divisions and outside agencies; and performs related duties as required.

Distinguishing Characteristics

This is the journey-level job class in the Water Agency Program Specialist series. ~~is responsible for developing and implementing the Agency's public information, water conservation, water education and/or government affairs programs.~~ Incumbents work with minimal supervision using initiative and creativity in designing and implementing assigned ~~programs that successfully implement the Agency's water~~ programs. The work involves a variety of public contact; ~~including community groups, public officials, staff members of other agencies, educators, students, and Agency staff~~ in promoting and implementing program components.

This classification is distinguished ~~Incumbents have overall responsibility to carry out the Agency's public information, water conservation, water education and government affairs programs and may be called upon to perform duties from Water any of the functional areas and may be reassigned between functional areas to best serve the Agency~~ Programs Specialist I in that the latter class is the entry level in the series. ~~This classification needs:~~

This class differs from the Water Agency ~~Principal-Senior~~ Programs Specialist in that the latter ~~class is an the management-level~~ advanced journey/lead level class in the Water Agency Programs Specialist series responsible for assignment related programmatic oversight:

~~this series. It differs from Administrative Analyst and Administrative Services Officer classes in that it does not deal with fiscal matters, facilities, or human resources tasks but has program responsibility for a specific program component.~~

This class is exempt from the Civil Service Ordinance of the County of Sonoma, as stated in Section 5 of Ordinance No. 305-A as amended.

Typical Duties

Duties may include but are not limited to the following:

Develops ~~Plans, develops~~ and implements public outreach programs including meetings, workshops, tours, community events, public hearings, conferences, and seminars intended to further Water Agency objectives and improve community relations.

~~Attends a wide variety of meetings and other functions and may record action minutes.~~

Plans, develops and implements mass communications programs using print, direct mail, radio, television, billboards, internet, social media, and other ~~methods~~media to increase public

awareness of water use efficiency~~conservation~~, pollution prevention, environmental and watershed protection, Water Agency facilities and operations, recycled water, renewable energy, and other topics of importance to the Water Agency.

Represents the Water Agency on various committees, councils, community organizations, and trade association panels, and in meetings with elected officials, staff members, and the public; attends a wide variety of meetings and other functions and may record action minutes.

Prepares Requests for Proposals (RFPs) selects~~Plans~~ and manages ~~and completes complex and specialized programs and projects, including preparing RFPs and selecting and managing~~ the work of contractors and vendors.

Prepares ~~Assists in the preparation of~~ project budgets; tracks and monitors project and program costs.

Implements and follows Water Agency procedures for procurement of materials and services required for Water Agency programs.

Trains~~Assists in training~~ and monitors~~monitoring~~ work activities of interns, Water Agency Resource Program Technicians, and Water Agency Program Specialists ~~temporary and extra help employees.~~

Acts as an~~the~~ Agency spokesperson to make presentations regarding program activities and services to the news media and a variety of community, governmental, and special interest groups.

Plans and implements public outreach efforts during critical water supply periods, ~~sanitation wastewater treatment plant facility failures~~spills or permit violations, floods and other emergencies as needed.

Prepares, submits, and administers grant applications designed to supplement and enhance Water Agency programs including water use efficiency~~conservation~~, education, and other topics.

Enters and retrieves data from electronic data processing systems; develops and maintains databases to record and track data; establishes and updates information, generates documents and correspondence, communicates with others; updates computer system files.

Performs related duties as assigned.

Water Agency Programs Specialists will be assigned responsibility for the programs in one of the following areas and have responsibility for duties in addition to those listed above:

Water Use Efficiency~~Conservation~~

Designs, develops~~Develops~~, plans, organizes, implements and coordinates all phases of the Water Agency's wholesaler water use efficiency ~~conservation~~ programs and best management practices for public information, commercial/industrial/institutional water use

efficiency, ~~conservation~~ and wholesale agency assistance to retail water use efficiency ~~conservation~~ programs.

Develops, plans, and implements water use efficiency ~~conservation~~ programs that support Water Agency water contractor's efforts to address best management practices for residential water audits, residential device retrofits, leak detection and metering, large landscape audits, rebates for water efficient devices and appliances ~~washing machines~~, conservation water rates, water use efficiency ~~conservation coordinators~~ and water waste prohibition ordinances.

Performs complex, specialized, and detailed research and analysis of cost-effectiveness of new and existing methods for water use efficiency; ~~conservation and~~ develops and implements cost-effective methods when approved by management.

Develops and implements efficiency ~~Assists in developing and implementing conservation~~ measures and practices that will reuse urban and non-urban water for specific public and private uses; ~~and~~ assists in determining the cost-effectiveness of such measures.

Provides professional consultation on native and low water-use plants, soils and soil amendments ~~amends~~, plant layout, irrigation, erosion control, and re-vegetation activities and related topics.

Plans, ~~organizes~~, prepares, reviews, and presents, coordinates with other Water Agency staff to develop and submit water use efficiency related components of the ~~the~~ Agency's Urban Water Management Plan ~~on behalf of the Agency and other contractual entities as directed by management~~.

Public Information Community Affairs

Plans and implements ~~the~~ community relations activities for the Water Agency including by planning, ~~and~~ leading, and documenting public meetings; acts as a Water Agency representative by providing information at community events; prepares, ~~preparing~~ and distributes ~~distributing~~ literature; responds, ~~responding~~ to telephone inquiries; participates ~~and participating~~ in community organizations.

Coordinates programs with other Water Agency staff and departments; participates in public outreach related to emergency events that impact Water Agency facilities or resource management.

Plans and implements the Water Agency's media relations program; develops, ~~Develops~~ positive working relationships with personnel from local newspapers, and radio and television news organizations; ~~and~~ maintains systems to distribute information to these persons as needed; speaks, ~~Speaks~~ for the Water Agency when so directed in television, radio, and print media interviews; coordinates, ~~Coordinates~~ press coverage for the Water Agency ~~Agency management~~.

Researches, writes, and revises staff reports, news releases, brochures, pamphlets, bulletins, and other publicity or educational materials.

Fields questions from the public, government officials, Water Agency contractors, and others regarding Water Agency policy, programs, and contracts; conducts. ~~Conducts~~ research and provides timely response to inquiries.

Attends Water Agency technical project meetings as needed; upon approval ~~and~~ issues press releases, public service announcements, and media placements as needed to keep the public informed about Water Agency activities.

Promotes awareness of Water Agency projects and programs through a variety of media; develops and implements social media outreach and website content.

Analyzes and interprets information on a variety of integrated water resource issues; ~~and~~ plans and implements appropriate communication strategies to advance integration of water resources.

Water Education

Plans, develops, organizes and implements instructional programs related to water use efficiency ~~conservation~~, watershed awareness, fisheries, sustainability, renewable energy, water quality, wastewater treatment, recycled water, wetlands, and general water science at schools and field study sites; makes presentations at fairs, community events, and other locations where the Water Agency participates in ~~schedules~~ programs or exhibits.

Researches, develops, and implements program specific curriculum and educational support materials for water education and pollution prevention programs in the classroom and outdoor settings that align with ~~California State Science Standards~~ current state and federal science standards.

Plans, develops and conducts naturalist and environmental programs relating to watershed awareness and water use efficiency, wetlands, sustainability, and general water science, fisheries restoration efforts, and other habitat enhancement ~~conservation~~; researches and writes a variety of reports on assigned projects.

Designs, markets, and implements staff development workshops for teachers.

Maintains inventory and lending resource library; assembles and distributes information on water supply, water science, and pollution prevention; ~~and~~ provides instructional and promotional materials.

Develops and coordinates ~~Responsible for the complex scheduling and coordination of~~ education outreach activities, ~~and coordinates~~ program publicity, and mailings.

Prepares reports, documents surveys as required to monitor program accomplishments and annually analyzes and interprets program data.

Governmental Affairs

Plans and implements cooperative programs with other governmental agencies including water supply contractors, other water agencies, local governments, resource conservation districts,

regional associations, non-governmental organizations, and various local, state and federal agencies.

Plans, prepares agendas, facilitates, makes presentations and articulates Water Agency positions, activities, priorities, and other matters at meetings, conferences, conventions and other events.

Maintains open and effective communication with other governmental agencies and stakeholders; facilitates developing consensus on water-related issues and activities ~~on an~~ ongoing basis.

Develops and implements processes to prepare and disseminate materials, literature and information to support Agency initiatives related to program funding, legislation and regulatory issues.

Develops and implements strategies to support Water Agency legislative priorities, funding requests, permit and applications, grant applications, and regulatory objectives.

Plans and conducts tours and provides information about Water Agency facilities and operations for local, state, and national elected officials, legislators and legislative staff members, administrative and provides information and materials to local legislative staff, stakeholders, the general public, water contractors, and other interested parties as requested ~~members~~.

Attends various board, council and state or federal agency meetings and articulates Water Agency policy and priorities as directed by management, responds to questions, makes presentations and reports the outcome of board or council actions.

Knowledges and Abilities

Considerable knowledge of: ~~principles, and practices and methods of water use efficiency and natural resources conservation; strategies and methods for effective educational program programs, methods of conservation program implementation and monitoring, including plumbing efficiency, landscaping; communication theory and turf, and urban and non-urban water reuse~~ environmental education concepts; principles and techniques of graphic design and production; establishing and maintaining effective public relations; English usage, spelling, grammar, and punctuation; ~~fundamentals of mass communication, public speaking, journalism, and social media; principles of graphic design and production; and public speaking;~~ techniques and methods of research, report writing and preparation of informational materials.

Working knowledge of: environmental principles and operation of water supply facilities and distribution systems; methods of water treatment and recycling, landscape design and installation practices; ~~California State Science Standards; California Water Codes and related laws;~~ Federal, State, and local laws, regulations, and court decisions including water law, water rights, environmental compliance processes, species and habitat protection; ~~and water efficiency use and education;~~ methods, and techniques of legislative process and implementation; environmental regulations and environmental enhancement and restoration methods related to operation and construction of water supply, flood control, renewable energy, recycled water, and wastewater treatment facilities; forecasting and statistics and their application in analysis; group dynamics as it relates to public organizations; ~~basic statistics and their application in analysis;~~

modern office methods, ~~and~~ procedures, and equipment, including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to: plan, develop, organize, and implement a wide variety of water-related programs; negotiate agreements with various agencies and special interests to facilitate program activities; speak effectively and persuasively before diverse groups; establish effective working relationships with other staff and with persons possessing a wide variety of divergent views; write and edit written materials for publication; compile concise reports, letters, newsletters and other written materials; coordinate educational and informational seminars and workshops; prepare and disseminate information to media and others; prepare a wide range of clear, concise, and informative reports, correspondence, and brochures; operate office equipment including computers and supporting word processing, spreadsheet, and database applications; use the internet and social media to enhance public outreach~~use electronic information equipment and specific systems as used within the department.~~

Working Conditions: ~~Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. When conducting classes or demonstrations in the field in a variety of weather conditions, the incumbent may be required to walk on slippery and uneven surfaces and be exposed to pollen, dust and other irritants. The position also requires grasping, repetitive hand movement, and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer and acute hearing is required when providing phone service and communicating in person. The need to lift, drag, and push files, computer reports, or other materials weighing up to 25 pounds also is required.~~

Specialized assignments require the following:

Water Use Efficiency

Working knowledge of: Principles, practices and methods of water use efficiency and natural resource conservation; methods of conservation program implementation and monitoring, including plumbing efficiency; landscaping and turf water efficiency; methods for urban and non-urban water reuse; and landscape design and installation practices.

Water Education

Working knowledge of: Strategies and methods for effective educational programs; current state and federal standards for science education; methods for outdoor education and natural interpretation, strategies for curriculum development and implementation; methods to analyze educational effectiveness.

Community Affairs

Working knowledge of: Principles and techniques for establishing and maintaining effective public relations; fundamentals of mass communication, public speaking, journalism, and social media; techniques for effective use of a variety of media including social media; principles of graphic design and production.

Government Affairs

Working knowledge of: Basic principles of the state Water and Government Codes and related laws; state and federal legislative procedures; regulatory requirements governing legislative advocacy.

Minimum Qualifications

Education & Experience: Any combination of education, ~~and/or~~ training, and experience which would provide ~~an opportunity to acquire~~ the required knowledge and abilities listed. Normally, this would include college level course~~academic~~ work in water related science, environmental studies, environmental law, education, political science, communications, ~~media studies~~, public relations, or a closely~~other~~ related field; and~~courses would provide such an opportunity.~~

~~**Experience:** Experience that would provide the opportunity to acquire the knowledge and abilities listed. Normally,~~ two years of experience in the implementation of water-related programs, including expertise, in one or more of the following areas: community relations, public outreach, media, water use efficiency~~conservation~~ technology, teaching methods consistent with state-wide educational standards, and/or legislative processes at the federal and state level. ~~would provide such an opportunity.~~

Certification: Possession of a Grade II Water Use Efficiency Practitioner certificate from the CA/NA Section of the American Water Works Association is highly desired.

License: Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.

~~Possession of a Grade III Water Conservation Practitioner certificate from the American Water Works Association is desirable.~~

WATER AGENCY PROGRAMS SPECIALIST I

Definition

Under supervision, learns to plan, develop, organize, and implement Water Agency programs related to water use efficiency, public information, water education, and/or governmental affairs; learns to coordinate assigned activities with other divisions and outside agencies; and performs related duties as required.

Distinguishing Characteristics

This is the entry-level job class in the Water Agency Programs Specialist series. Incumbents initially work under supervision as they learn to design and implement assigned programs. Once they have gained experience, incumbents are expected to perform the full range of programmatic responsibilities, work independently in exercising judgment and initiative, and acquire the knowledge and abilities necessary to alternately promote to the Water Agency Programs Specialist II level.

This classification differs from the Water Agency Programs Specialist II in that the latter is the journey-level class in Water Agency Programs Specialist series, and is expected to work more independently.

This class is exempt from the Civil Service Ordinance of the County of Sonoma, as stated in Section 5 of Ordinance No. 305-A as amended.

Typical Duties

Duties may include but are not limited to the following:

Learns to develop and implement public outreach programs including meetings, workshops, tours, community events, public hearings, conferences, and seminars intended to further Water Agency objectives and improve community relations.

Learns to and plans, develops and implements mass communications programs using print, direct mail, radio, television, billboards, internet, social media, and other methods to increase public awareness of water use efficiency, pollution prevention, environmental and watershed protection, Water Agency facilities and operations, recycled water, renewable energy, and other topics of importance to the Water Agency.

Represents the Water Agency on various committees, councils, community organizations, and trade association panels, and in meetings with elected officials, staff members, and the public; attends a wide variety of meetings and other functions and may record action minutes.

Learns to prepare Requests for Proposals (RFPs), selects and manages the work of contractors and vendors.

Learns to prepare project budgets; tracks and monitors project and program costs.

Learns Water Agency procedures for procurement of materials and services required for Water

Agency programs.

Learns to act as an Agency spokesperson to make presentations regarding program activities and services to the news media and a variety of community, governmental, and special interest groups.

Learns to and plans and implements public outreach efforts during critical water supply periods, wastewater treatment facility spills or permit violations, flood and other emergencies as needed.

Learns to and prepares, submits, and administers grant applications designed to supplement and enhance Water Agency programs including water use efficiency, education, and other topics.

Enters and retrieves data from electronic data processing systems; develops and maintains databases to record and track data; establishes and updates information, generates documents and correspondence, communicates with others; updates computer system files.

Performs related duties as assigned.

Water Agency Programs Specialists will be assigned responsibility for the programs in one of the following areas and have responsibility for duties in addition to those listed above:

Water Use Efficiency

Learns to design, develop, plan, organize, implement and coordinate the Water Agency's wholesaler water use efficiency programs and best management practices for public information, commercial/industrial/institutional water use efficiency, and wholesale agency assistance to retail water use efficiency programs.

Learns to develop, plan, and implement water use efficiency programs that support Water Agency water contractor's efforts to address best management practices for residential water audits, residential device retrofits, leak detection and metering, large landscape audits, rebates for water efficient devices and appliances, conservation water rates, water use efficiency, and water waste prohibition ordinances.

Performs research and analysis of cost-effectiveness of new and existing methods for water use efficiency; develops and implements cost-effective methods when approved by management.

Learns to develop and implement efficiency measures and practices that will reuse urban and non-urban water for specific public and private uses; assists in determining the cost-effectiveness of such measures.

Learns to provide professional consultation on native and low water-use plants, soils, and soil amendments, plant layout, irrigation, erosion control, and re-vegetation activities and related topics.

Plans, prepares, reviews, and coordinates with other Water Agency staff to develop and submit water use efficiency related components of the Agency's Urban Water Management Plan.

Public Information

Learns to plan and implement community relations activities for the Water Agency including planning and documenting public meetings; acts as a Water Agency representative by providing information at community events; prepares and distributes literature; responds to telephone inquiries; participates in community organizations.

Learns to and coordinates programs with other Water Agency staff and departments; participates in public outreach related to emergency events that impact Water Agency facilities or resource management.

Learns to plan and implement the Water Agency's media relations program; develops positive working relationships with personnel from local newspapers, and radio and television news organizations; maintains systems to distribute information to these persons as needed; speaks for the Water Agency when so directed in television, radio, and print media interviews; coordinates press coverage for the Water Agency.

Researches, writes, and revises staff reports, news releases, brochures, pamphlets, bulletins, and other publicity or educational materials.

Fields questions from the public, government officials, Water Agency contractors, and others regarding Water Agency policy, programs, and contracts; conducts research and provides timely response to inquiries.

Attends Water Agency technical project meetings as needed; upon approval issues press releases, public service announcements, and media placements as needed to keep the public informed about Water Agency activities.

Promotes awareness of Water Agency projects and programs through a variety of media; develops and implements social media outreach and website content.

Analyzes and interprets information on a variety of integrated water resource issues; plans and implements appropriate communication strategies to advance integration of water resources.

Water Education

Learns to and plans, develops, organizes and implements instructional programs related to water use efficiency, watershed awareness, fisheries, sustainability, renewable energy, water quality, wastewater treatment, recycled water, wetlands, and general water science at schools and field study sites; makes presentations at fairs, community events, and other locations where the Water Agency participates in programs or exhibits.

Researches, develops, and implements program specific curriculum and educational support materials for water education and pollution prevention programs in the classroom and outdoor settings that align with California State Science Standards.

Learns to and plans, develops and conducts naturalist and environmental programs relating to watershed awareness and water use efficiency, wetlands, sustainability, and general water

science, fisheries restoration efforts and other habitat enhancement; researches and writes a variety of reports on assigned projects.

Learns to design, market, and implement staff development workshops for teachers.

Maintains inventory and lending resource library; assembles and distributes information on water supply, water science, and pollution prevention; provides instructional and promotional materials.

Learns to develop and coordinate education outreach activities, program publicity, and mailings.

Prepares reports, documents surveys as required to monitor program accomplishments and annually analyzes and interprets program data.

Governmental Affairs

Learns to and plans and implements cooperative programs with other governmental agencies including water supply contractors, other water agencies, local governments, resource conservation districts, regional associations, non-governmental organizations, and various local, state and federal agencies.

Plans, prepares agendas, facilitates, makes presentations and articulates Water Agency positions, activities, priorities, and other matters at meetings, conferences, conventions and other events.

Maintains open and effective communication with other governmental agencies and stakeholders; facilitates developing consensus on water-related issues and activities.

Learns to develop and implement processes to prepare and disseminate materials, literature and information to support Agency initiatives related to program funding, legislation and regulatory issues.

Learns to develop and implement strategies to support Water Agency legislative priorities, funding requests, permit and grant applications, and regulatory objectives.

Plans and conducts tours and provides information about Water Agency facilities and operations for local, state, and national elected officials, and legislative staff members, administrative staff, stakeholders, the general public, water contractors, and other interested parties as requested.

Attends various board, council, and state or federal agency meetings and articulates Water Agency policy and priorities as directed by management, responds to questions, makes presentations and reports the outcome of board or council actions.

Knowledge and Abilities

Working knowledge of: principles, practices and methods of water use efficiency and natural resource conservation; strategies and methods for effective educational program programs, methods of conservation program implementation and monitoring, including plumbing efficiency, landscaping and turf, and urban and non-urban water reuse; principles and techniques of establishing and maintaining effective public relations; English usage, spelling, grammar, and

punctuation; fundamentals of mass communication, public speaking, journalism, and social media; principles of graphic design and production; and techniques and methods of research, report writing and preparation of informational materials.

Some knowledge of: environmental principles and operation of water supply facilities and distribution systems; methods of water treatment and recycling, landscape design and installation practices; California State Science Standards; California Water Codes and related laws; environmental regulations and environmental enhancement and restoration methods related to operation and construction of water supply, flood control, renewable energy, recycled water, and wastewater treatment facilities; forecasting and statistics and their application in analysis; group dynamics as it relates to public organizations; modern office methods, procedures, and equipment, including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to: plan, develop, organize, and implement a wide variety of water-related programs; negotiate agreements with various agencies and special interests to facilitate program activities; speak effectively and persuasively before diverse groups; establish effective working relationships with other staff and with persons possessing a wide variety of divergent views; write and edit written materials for publication; compile concise reports, letters, newsletters and other written materials; coordinate educational and informational seminars and workshops; prepare and disseminate information to media and others; prepare a wide range of clear, concise, and informative reports, correspondence, and brochures; operate office equipment including computers and supporting word processing, spreadsheet, and database applications; use the internet and social media to enhance public outreach.

Minimum Qualifications

Education & Experience: Any combination of education, training, and experience which would provide the required knowledge and abilities listed. Normally, this would include college level course work in water related science, environmental studies, environmental law, education, political science, communications, public relations, or a closely related field; and one year of experience in the implementation of water-related programs in one or more of the following areas: community relations, public outreach, media, water use efficiency technology, teaching methods consistent with state-wide educational standards, and/or legislative processes at the federal and state level.

License: Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.

WATER AGENCY RESOURCE PROGRAMS TECHNICIAN II

Definition

Under general supervision, performs or coordinates duties to assist professional staff in the planning, developing, organizing, and implementing Water Agency programs related to one or more of the following areas: fisheries, wildlife, ecology, and water quality studies; habitat restoration or enhancement projects; stream maintenance; mitigation monitoring; environmental compliance and permitting; water use efficiency; watershed and environmental education; and public outreach; produces written reports and materials to support assigned programs; acts as a lead work for entry level staff and interns; and performs related duties as required.

Distinguishing Characteristics

This is full working level class that supports the work and activities of one or more of the following programs: biological field study; environmental analysis; community outreach and governmental affairs; water use efficiency; and education. Incumbents are responsible for assisting professional staff in developing and implementing the Water Agency's projects and programs that are either mandated by regulatory agencies through permits and orders, or obligated through agreements that support water supply, stream maintenance and flood control, sanitation, recycled water, energy efficiency, mitigation, resource management and conservation, public outreach and education, and governmental affairs. Incumbents have detailed subject matter knowledge of specific projects and are expected to use independent judgment, initiative, and creativity to assist in their design and implementation. Incumbents assist professional staff in training, leading, and monitoring the work of entry-level staff and student interns, particularly in the field.

This classification differs from the Water Agency Resource Programs Technician I in the latter is an entry-level position. It differs from the Water Agency Programs Specialist and the Water Agency Environmental Specialist classes in that the latter perform professional level work related to the administration of a specific program and work under considerably less supervision.

This class is exempt from the Civil Service Ordinance of the County of Sonoma, as stated in Section 5 of Ordinance No. 305-A as amended.

Typical Duties

Duties may include but are not limited to the following:

Performs field work related to and assists in the design of programs in areas such as: operating and maintaining fish, wildlife, and water quality and water use efficiency sampling equipment; fisheries, wildlife, vegetation, flood control, and habitat mitigation monitoring surveys including species identification, and handling threatened and endangered fish and wildlife; collecting plants and seeds, and operating a native plant nursery; and in using various tools to assist in planting, vegetation maintenance, and monitoring of aquatic life, wildlife, and restoration success.

Assists professional staff in teaching water education and resource management and efficiency concepts to a variety of age levels, youth employment program participants and community members.

Represents components of Agency work during public tours, hearings, meetings and various community and media events, including contact with landowners, residents, business operators, elected officials and the general public.

Assists in the preparation of analytical data and conducts analyses needed to comply with environmental permits for habitat enhancement, water supply, flood control, recycled water, energy efficiency, and sanitation projects.

Assists in the preparation and final development of curriculum, public outreach materials, and presentations; and in the design, planning, development and implementation of communications programs including content for print, direct mail, radio, television, billboards, internet and other media to increase public awareness of water use efficiency, pollution prevention, environmental protection, and other topics of importance to the Water Agency.

Assists in the training, leading, and monitoring the work of entry-level staff and student interns, particularly in the field.

Prepares documents for the procurement of materials and services required for Water Agency programs.

Reads and analyzes simple plans, blueprints, design materials, and construction drawings.

Compiles program and project files, sorts program and project documents and manages contact lists.

Enters and retrieves data from electronic data processing systems; establishes and updates information, generates documents and correspondence, communicates with others; and updates computer system files; maintain accurate inventory of supplies, materials, and equipment.

Performs related duties as assigned.

Knowledge and Abilities

Working knowledge of: principles and practices and methods of water and natural resources management; methods of biological monitoring and surveying; methods of field restoration and habitat enhancement; methods of water use efficiency program implementation, best management practices, and savings verification and monitoring; methods of water efficient landscape and irrigation design; communication theory and environmental education concepts; principles of graphic design and production; establishing and maintaining effective public relations; fundamentals of public speaking; techniques and methods of research; English grammar, vocabulary, spelling, punctuation and composition; and office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Some knowledge of: environmental principles and operation of water supply facilities and distribution systems; methods of water treatment and recycling, landscape and restoration design and installation practices; California Water Codes and related laws; group dynamics as it relates to public organizations; basic statistics and their application in analysis.

Ability to: assist professional staff in the planning, development, organization and implementation a wide variety of water-related programs; speak effectively and persuasively before diverse groups; establish effective working relationships with persons possessing a wide variety of divergent views; write and edit written materials; compile concise reports, letters, newsletters and other outreach materials; help coordinate educational and informational seminars and workshops; prepare and

disseminate information to media and others; operate office equipment including computers, copiers, and fax machines.

Minimum Qualifications

Education & Experience: Any combination of education, training, and experience which would likely provide the required knowledge and abilities listed. Normally, this would include some course work in planning, engineering, water related science, environmental studies, environmental law, natural resource or watershed management, education, political science, communications, public relations, or a closely related field; and one year of experience working with water-related programs in one or more of the following areas: community relations, public outreach, media, water transmission systems, water treatment systems, water reclamation and recycling, wastewater sanitation, water use efficiency, biological monitoring or surveying, teaching methods consistent with state-wide educational standards, and/or legislative processes at the federal and state level.

License: Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.

WATER AGENCY RESOURCE PROGRAMS TECHNICIAN I

Definition

Under supervision, is assigned tasks in the field and office in the areas of: fisheries, wildlife, ecology, and water quality studies; habitat restoration or enhancement projects; stream maintenance; mitigation monitoring; environmental compliance and permitting; water use efficiency; watershed and environmental education; and/or public outreach; assists in the preparation of reports and materials and compilation of data; and performs related duties as required.

Distinguishing Characteristics

This is the entry-level classification in the Water Agency Resource Programs Technician series. Incumbents support the work of staff engaged in developing and implementing the Water Agency's projects and programs that are either mandated by regulatory agencies, through permits and orders, or obligated through agreements that support water supply, stream maintenance and flood control, sanitation, recycled water, energy efficiency, mitigation, resource management and conservation, public outreach and education, and governmental affairs. Incumbents work under supervision while performing duties in both the field and the office. Once they have gained experience, incumbents are expected to use initiative and creativity to assist in the development and implementation of assigned programs, and acquire the knowledge and abilities necessary to promote to the Water Agency Resource Programs Technician II level.

This classification differs from the Water Agency Resource Programs Technician II in that the latter is the full working level class and serves as a lead worker. It differs from the Water Agency Programs Specialist and Water Agency Environmental Specialist classes in that the latter perform professional level work related to the administration of a specific program and under considerably less supervision.

This class is exempt from the Civil Service Ordinance of the County of Sonoma, as stated in Section 5 of Ordinance No. 305-A as amended.

Typical Duties

Duties may include but are not limited to the following:

Learns to and assists in performing field work including duties such as: operating and maintaining fish, wildlife, and water quality and water use efficiency sampling equipment; performing fisheries, wildlife, vegetation, flood control, and habitat mitigation monitoring surveys including species identification, and handling threatened and endangered fish and wildlife; collecting plants and seeds, and operating a native plant nursery; and in using various tools to assist in planting, vegetation maintenance, and monitoring of aquatic life, wildlife, and restoration success.

Learns to and assists in teaching water education and resource management and efficiency concepts to a variety of age levels, youth employment program participants, and community members;

Assists with public tours, hearings, meetings and various community and media events, including contact with landowners, residents, business operators, elected officials and the general public.

Learns to and assists in the preparation of analytical data needed to comply with environmental permits for habitat enhancement, water supply, flood control, recycled water, energy efficiency, and

sanitation projects.

Learns to and assists in the preparation and development of curriculum, public outreach materials, and presentations; and in the design, planning, development and implementation of communications programs including content for print, direct mail, radio, television, billboards, internet and other media to increase public awareness of water use efficiency, pollution prevention, environmental protection and other topics of importance to the Water Agency.

Learns to prepare documents for procurement of materials and services required for Water Agency programs

Learns to read and analyze simple plans, blueprints, design materials, and construction drawings.

Participates in the compilation of program and project files, sorts program and project documents, and manages contact lists.

Enters and retrieves data from electronic data processing systems; establishes and updates information, generates documents and correspondence, communicates with others; updates computer system files; and maintains accurate inventory of supplies, materials, and equipment.

May assist in training and monitoring the work activities of interns.

Performs related duties as assigned.

Knowledge and Abilities

Some knowledge of: principles, practices, and methods of water and natural resources management; methods of water use efficiency program implementation, and savings verification and monitoring; environmental principles and operation of water supply facilities and distribution systems; methods of water treatment and recycling, landscape and restoration design and installation practices; California Water Codes and related laws; basic statistics and their application in analysis; group dynamics as it relates to public organizations; communication theory and environmental education concepts; principles of graphic design and production; establishing and maintaining effective public relations; fundamentals of public speaking; techniques and methods of research; English grammar, vocabulary, spelling, punctuation and composition; and office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to: collect and analyze data; speak effectively and persuasively before diverse groups; establish effective working relationships with persons possessing a wide variety of divergent views; write and edit written materials; compile reports, letters, newsletters and other outreach materials; help coordinate educational and informational seminars and workshops; prepare and disseminate information to media and others; operate office equipment including computers, copiers, and fax machines.

Minimum Qualifications

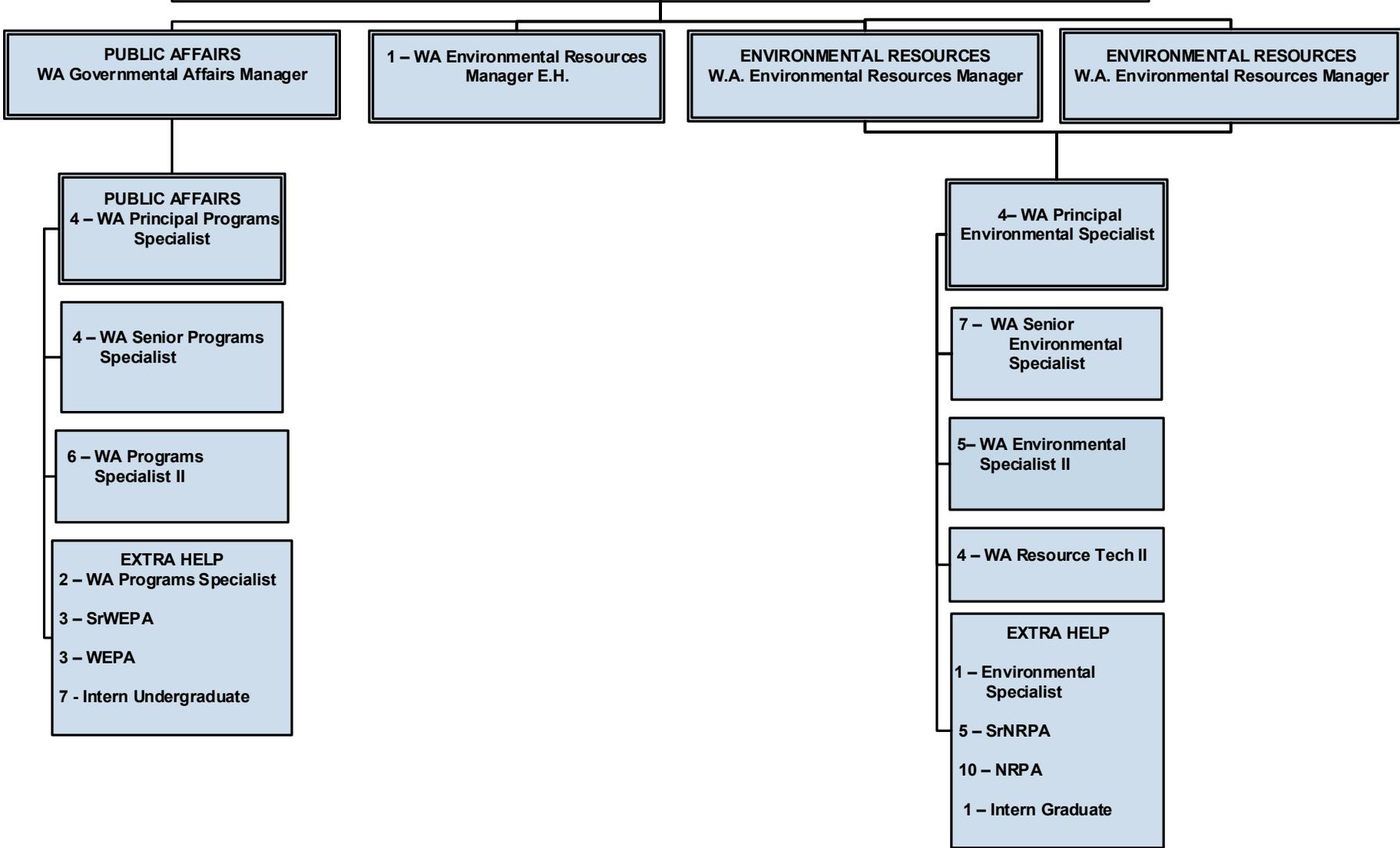
Education & Experience: Any combination of education, training, and experience which would likely provide the required knowledge and abilities listed. Normally, this would include some course work in planning, engineering, water related science, environmental studies, environmental law, natural resource or watershed management, education, political science, communications, public relations, or a closely related field; and some experience working with water-related

programs in one or more of the following areas: community relations, public outreach, media, water transmission systems, water treatment systems, water reclamation and recycling, wastewater sanitation, water use efficiency, biological monitoring or surveying, teaching methods consistent with state-wide educational standards, and/or legislative processes at the federal and state level.

License: Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.

ENVIRONMENTAL RESOURCES AND PUBLIC AFFAIRS DIVISION
Water Agency Division Manager – Environmental Resources and Public Affairs
Vacant

Allocated Positions: 38.00
Extra Help Positions: 33.00
Updated: October 7, 2014



Human Resources'
Classification and Compensation Study of:

Water Agency Chief Engineer

October, 2014

Background:

Groundwater management has been an issue of importance for all of California since the early 2000's, and the Water Agency has been actively engaged in groundwater management since 2006. However, in light of California's ongoing severe draught, the importance of groundwater management and sustainability has now become paramount.

On September 16, 2014, the Governor signed a package of bills that changes groundwater management in order to secure California's water future. This landmark legislation gives local agencies the means and authority to manage groundwater basins in a manner that better ensures the long-term sustainability of precious groundwater resources. Under this legislation, basins will be evaluated based on a set of criteria that ranks them into low, medium or high priority. Basins ranked in medium or high priority (which include Santa Rosa Plain, Sonoma Valley, Petaluma basins, and Ukiah Valley Basin in Mendocino County) have approximately seven years to develop a "groundwater sustainability plan," pursuant to the new legislation, or to 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. The legislation further mandates that a local groundwater sustainability agency must be formed by June 30, 2017, for each basin.

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. Therefore, how the implementation of this legislation proceeds and is handled is of significant importance.

While the Water Agency Chief Engineer (WACE) position currently works on groundwater matters, this position now has an expanded role that affects the Water Agency and Region's total efforts related to groundwater sustainability as required by the new legislation. The WACE will be responsible for leading the efforts to develop, implement, and manage the required changes, and will also play a critical role in regional planning. Therefore, due to the criticality of the WACE's duties regarding groundwater sustainability, the Water Agency requested a review of the classification and its salary given the significant increase in the position's scope of responsibility.

Classification Study:

Human Resources reviewed the WACE classification and found that the position is responsible for planning, organizing, directing and coordinating the activities and functions of all the professional and technical engineering staff of the Water Agency. The position currently has overall professional responsibility over all engineering activities of the Water Agency.

Additionally, the position will now have overall responsibility for interpretation, planning, implementation, management, and direction related to the new legislation's impacts on the Water Agency and partner agencies. The WACE will function as lead and subject matter expert in the field, as well as for impacted stakeholders and other government agencies. Stakeholders include agricultural groundwater users, businesses, developers, residential groundwater users, government (tribal, county, and city), environmental organizations, natural resources management organizations, water suppliers, technical groundwater professionals, and the general public. Successful coordination and management of stakeholder involvement and relations is mission critical.

While the WACE position has been involved in groundwater matters for several years, the job specification does not adequately describe the related duties; knowledge, skills, and abilities; and minimum qualifications, which have now expanded further due to the new legislation. The Water Agency also anticipates additional staff resources and/or consultants will be assigned in order to meet the required timelines.

As noted above, the legislation provides for local control that must be successfully implemented by the locally agency in order to maintain local control; this is the responsibility of the WACE. As the Water Agency is quickly responding to the legislative changes, the WACE has already been identified to act as the lead of a workgroup composed of staff from the Water Agency, Permit and Resource Management Department, County Administrator's Office, and other staff, charged with interpreting the new legislation and developing recommendations and best practices for how to pursue implementation. This role will be ongoing as the position will continue to be a lead or key figure on any resulting authorities, governance bodies related to groundwater, and all regional efforts related to plan development and implementation.

The WACE:

- Will function as a subject matter expert in groundwater related matters.
- Will develop and/or review all recommendations impacting the basins which impact the Water Agency.
- Will direct and manage all water Agency staff working on groundwater efforts.
- May participate in providing direction and coordinating the work of individuals beyond the scope of Water Agency staff, such as stakeholders, staff at other agencies, and contractors.
- Will identify and convene stakeholders.
- Will be a key participant on various committees, including technical advisory and public outreach/communications related committees.
- Will direct staff in pursuit of available grant funding that will assist in the development and ongoing management of the resulting groundwater sustainability plans.

- Will be expected to track current and future impacting legislation and to advocate for the Agency's interests before associated rule making bodies.

These changes impact the scope of responsibility, complexity, effect, nature, and purpose of the WACE beyond the oversight of engineering work. The position is now expected to be the expert on groundwater subject matter knowledge, and it is now responsible for additional duties critical to its role in program implementation.

Additionally, retitling the classification to Water Agency Chief Engineer/Director of Groundwater Management (WACE/DWM) is appropriate as the position should be more clearly designated as the primary position responsible for the local area and region's water resources, and that will act on behalf of the Water Agency General Manager (GM). Human Resources and the Water Agency believe that the new title is a better reflection of the position's increased responsibility and role in addition to its core function of Engineering services.

Updates to Job Specification

Substantive changes include the addition of language regarding groundwater efforts in the definition and distinguishing characteristics of the classification.

Typical duties have been added to include:

- Directing, managing, and reviewing the work of others related to groundwater sustainability.
- Coordinating and providing guidance on the groundwater sustainability activities of stakeholders, such as agricultural consumers, businesses, developers, environmental group, etc. as well as acting as the subject matter expert in representing the Agency in related stakeholder meetings and relations with other governmental agencies and jurisdictions.
- Directing the development, implementation, and ongoing program management of groundwater sustainability, associated legislation, and sustainability plan development.
- Having ultimate responsibility for groundwater sustainability plans and Agency roles.

The knowledge and abilities have been updated to include extensive knowledge of groundwater sustainability, yield, and retention analysis and best practices. Additionally, minimum qualifications now require a Master's level degree in a related field of engineering as well as experience with water systems, wastewater systems, environmental impacts, and groundwater sustainability programs.

Salary Recommendation:

It is evident that the legislative driven changes have substantially increased the importance of the position. In this unusual circumstance, the WACE classification is being asked to take on a body of work that has a very significant impact to the County, community, and region. Successful planning and implementation of the groundwater sustainability plan is critical to maintain local control of groundwater resources. In order to fairly support the requirements of this significant impact on the position, review of compensation, in this case, is appropriate.

The WACE is a benchmark classification with a current salary of \$13,737/monthly top step. In a review of comparator agencies which have a similar classification, Human Resources found the position's salary to be 20% below the market average of \$16,548/monthly top step, on a salary only comparison. A 2012 total compensation analysis of all County positions found that the WACE's total compensation was 16.5% below market.

Human Resources and the Water Agency believe that the salary for this position will continue to fall further below the market as time goes on. The changes to the position are so substantive that it would be inappropriate not to bring the WACE position salary closer to market.

Human Resources, therefore, recommends a 16% increase in salary, setting the WACE at \$15,926/monthly top step, which is close to 95% of the market average, salary only. It is unlikely that comparator agencies' total compensation packages have significantly changed since the 2012 survey, therefore, even with this salary increase, the position is still likely to be below market in total compensation. This salary places the position at approximately 12% differential to the GM, which is appropriate given the position's scope of work and its ability to act on the GM's behalf. The WACE will be at a 12% differential to Water Agency Assistant General Manager (WAAGM) classification, which is also appropriate as the WACE has a higher scope of responsibility than the WAAGM positions. The position will be 27% above its subordinate class of Water Agency Deputy Chief Engineer, which is within the range of differentials typically found between these levels of positions.

Recommendation: Set the WACE salary at \$15,926/monthly top step, and for ongoing salary administration, continue to survey the classification as a benchmark.

WATER AGENCY
CHIEF ENGINEER/DIRECTOR OF GROUNDWATER MANAGEMENT

Definition

Under administrative direction of the General Manager, is responsible for overall management of Engineering and Groundwater Sustainability efforts and plans; plans, organizes, directs and coordinates the activities and functions of all the professional and technical engineering and groundwater sustainability staff of the Sonoma County Water Agency, ~~including Engineering and Resource Planning and Operations and Maintenance works~~ collaboratively with and is involved in Resource Planning, Operations, and Maintenance staff and others as required; and performs related duties as required.

Distinguishing Characteristics

~~The~~ This single position class of Chief Assistant General Manager/Chief Engineer is characterized by the responsibility to assist the General Manager in the overall planning and management ~~of~~ activities related to the Sonoma County Water Agency's core function s-of ~~has the overall responsibility of assigned program areas of the Sonoma County Water Agency~~ engineering work and work associated with and groundwater sustainability. The incumbent is also professionally responsible for ~~all~~ the engineering activities of the Water Agency, ~~and~~ and reviews and approves all plans and specifications for engineered works and all reports requiring professional engineering judgment. ~~The incumbent in this single position class~~ uses considerable independent judgment and discretion in program administration and management. ~~The position, coordinates efforts of staff at the Agency and~~ works with, or may lead efforts that involve collaboration with other County departments, -agencies, and regional stakeholders on issues such as local and regional, and including the prioritization and the coordination of Agency mandates, goals, and objectives, mandates, and legislation impacting Water Agency water programs and jurisdiction. Administrative direction is provided by the General Manager ~~through conferences, meetings and written communication.~~ The incumbent may act for the Water Agency General Manager as assigned, or during periods of absence.

This class is distinguished from the Water Agency Assistant General Manager in that this class functions as the Agency's chief engineer and groundwater sustainability expert, and is the primary position to act on behalf of the Water Agency General Manager as assigned. This class is further distinguished from Water Agency General Manager in that the latter is the principal administrative person in overall charge of the Agency.

This class is exempt from the Civil Service Ordinance of the County of Sonoma, as stated in Section 5 of Ordinance No. 305-A as amended.

Typical Duties

Duties may include, but are not limited to, the following:

Plans, organizes, directs, and coordinates the professional and technical engineering activities of the Sonoma County Water Agency.

In consultation with the Water Agency General Manager, formulates long-range goals of the Water Agency and ~~in~~ develops, manages and oversees plans for accomplishing these goals; develops policies and procedures to carry out the plans which have been developed; ~~assists~~ provides direction in the preparation of the ~~departmental~~ Agency budget.

Reviews and evaluates programs, trends, legislation, existing infrastructure, hydrology and groundwater yield and use data, and other Agency responsibilities to and anticipates future needs and strategically develop Agency goals, plans and future work plans.

~~Provides~~ Directs, manages and reviews ~~and supervision~~ the work of subordinate management and professional staff, ~~in the areas of engineering, maintenance and operations, groundwater sustainability, finance management, and;~~ supervises and directs subordinate staff in areas of personnel management including selection, evaluation, promotion, assignment, disciplinary action, and training of employees.

Coordinates and provides guidance related to Engineering, Resource Planning, Operations, and Maintenance and groundwater sustainability activities with those of other governmental agencies, the County, public utilities, contractors, and private organizations and stakeholders including agricultural consumers, businesses and developers, environmental groups, and others.

Directs, reviews, and has professional responsibility for the design and construction of systems and facilities for the intake, storage and transmission of domestic water supplies; ~~directs the design and construction of~~ flood control and drainage facilities; ~~directs the development and implementation of a program for the identification of groundwater sources, yields and retention potential;~~

Directs the review and evaluation of land development projects for consistency with adopted drainage, flood hazard and erosion control standards; directs the acquisition of lands, right-of-way, easements, licenses and permits.

Directs the development, implementation and ongoing program management of groundwater sustainability, associated legislation, and sustainability plan development; has ultimate responsibility for groundwater sustainability plans and Agency roles.

Manages, directs and reviews the work of Agency staff performing groundwater related work, including yield and retention data and analysis and sustainability requirements; may coordinate and direct the work of contractors and other jurisdictions' staff performing groundwater sustainability plan work under the jurisdiction of the Agency.

Acts as the subject matter expert and represents the Agency in related stakeholder meetings, relations with other governmental agencies and jurisdictions.

Represents the Agency to various legislative bodies; identifies legislation impacts and develops goals, coordinates with associated consultants and representatives of other jurisdictions and legislative bodies; represents and advocates for the Agency to various rule making and legislative bodies.

Consults with legal counsel concerning contracts and Agency operations; monitors legislation on the state, federal, and local level; recommends changes required by new legislation.

Directs and reviews the preparation of environmental impact assessments and reports; directs and ~~coordinates~~ manages the Agency's water conservation and reclamation program.

Directs and reviews the preparation of drainage master plans; directs and reviews the Agency's water modeling and long-range needs assessment.

Confers and advises with citizen groups, advisory bodies and others concerned with Agency programs and activities; represents the Agency and speaks before public bodies, groups, organizations and the public on matters pertaining to Agency programs and activities; ~~and~~ attends conferences and seminars to keep informed of new developments and technologies.

Discusses and explains Agency plans, programs, and projects at public and community meetings, legislative and administrative hearings, and related functions; ~~attends conferences and seminars to keep informed of new developments.~~

Reviews and approves a variety of plans, reports, and correspondence; maintains Agency records and documents.

~~Consults with legal counsel concerning contracts and Agency operations; monitors legislation on the state, federal, and local level; recommends changes required by new legislation.~~

May act for the Water Agency General Manager during periods of absence.

Knowledge and Abilities

Extensive knowledge of: planning, design, and construction of large-scale public works projects and state and federal laws relative to the planning and development of public works projects; the principles, practices, and techniques of civil engineering in large water, sanitation and flood control programs; state and federal laws relative to the operation of public works projects; groundwater sustainability, quality, yield, recharge, surface-groundwater interaction and management practices.

Thorough knowledge of: principles and practices of personnel and fiscal administration, including the budgetary process; principles of supervision, staff development, and training; principles and practices of contract negotiation and administration; economic research and feasibility as it relates to public works projects.

Considerable knowledge of: English syntax and grammar.

Ability to: plan, organize, and direct the activities of a large staff of highly specialized professional, technical, maintenance, operational, and clerical personnel; establish and maintain harmonious working relationships with coworkers, subordinates, representatives of other governmental agencies, County of Sonoma, private contractors, private organizations, consulting engineers and architects, and the general public; prepare and implement administrative and fiscal policies and controls; manage multiple program activities with other Water Agency functions, County of Sonoma, and other public entities; determine organizational needs and functional changes in order to improve efficiency and effectiveness; provide effective leadership in the development of new or improved procedures; analyze and review staff effectively; assemble, organize, and present, in written and/or oral form, reports containing alternative solutions and recommendations regarding specific resources, plans, and policies; and speak before groups regarding department plans, projects, and functions.

Working Conditions

~~Duties require, sitting, standing, walking on level and slippery surfaces, reaching, kneeling, bending and stooping in the performance of daily duties. The duties also occasionally require near and far vision and night vision while making visual inspections of the treatment process and work completed or underway on equipment or construction projects. Occasionally in assisting members of staff, the incumbent may need to lift, carry, and push motors, pipes, valves, fittings, pumps, and other equipment and supplies weighing 40 lbs. or more. Additionally, the incumbent may, while supervising subordinates or inspecting facilities, be subjected to all weather conditions including wet, hot, and cold. Supervision of work may expose the incumbent to lubrication ingredients and fumes, dust, and air contaminants, which may cause eye and skin irritation. The nature of work being supervised and inspected requires the incumbent to be exposed to raw and treated sewage, climb ladders and walk on scaffolds, work around traffic, and ride personnel lifts at height; to enter confined spaces; and stairwells, reach above the shoulder, twist and turn, kneel, bend, lift, stoop. Carrying objects over 40 lbs. may be required when making site inspections or assisting staff in moving equipment and supplies. The use of an acute sense of smell may occasionally be necessary to respond to and investigate an odor complaint.~~

Minimum Qualifications

Education and Experience: Any combination of education, training, and experience which would likely provide the required knowledge and abilities. Normally, academic course work, which directly relates to the knowledge and abilities listed. Normally, a Master's college degree in civil, mechanical, chemical, agricultural, industrial, electrical,

metallurgical, or petroleum engineering and extensive course work in water, waste water, and natural resources planning and development; and seven years of extensive professional engineering experience, including three years in a management or supervisory capacity in a public works or water agency, including experience with water and wastewater systems, environmental impacts, and groundwater sustainability.

~~**Experience:** Extensive professional experience, which would provide an opportunity to acquire the knowledge and abilities listed. Normally, five years of professional engineering experience, including three years in a management or supervisory capacity in a public works or water agency including experience with water systems, wastewater systems, environmental impacts, and groundwater sustainability programs, would provide the opportunity to acquire the required knowledge and abilities.~~

License: Possession of a valid certificate of registration as a Civil Engineer issued by the State of California Board of Registration for Professional Engineers and Land Surveyors is required.

Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 25
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): Human Services

Staff Name and Phone Number:

Nick Honey – Division Director 565-4343
Debra Van Vleck – Program Planning and Eval.
Analyst 707-565-4614

Supervisorial District(s):

All

Title: Contracted Services for Collective Impact Evaluation and Technical Assistance

Recommended Actions: Authorize the Director of Human Services to execute a first amendment with LPC Consulting Associates Inc., increasing the contract from \$18,291 to \$28,291 for FY 14/15 to deliver a Collective Impact Evaluation Report measuring the impacts of the HSD Child Abuse Prevention Services.

Executive Summary:

The Family, Youth and Children’s Division of the Human Services Department (HSD) maintains contracts with a variety of service providers that deliver high quality support to children and families. Effective services to parents increase their ability to care for their children who are in danger of being removed from, or have already been removed from the home due to abuse or neglect. Without this array of services, children and families may remain in the child welfare system for an increased time period.

In October 2013, HSD initiated a Request for Proposals for evaluation services. Of the eight proposals received, LPC Consulting Associates Inc. was chosen to provide technical support of data collection and an evaluation report of contracted child abuse prevention services. An outcome evaluation will be conducted with the following service providers: KidsMATTER, Social Advocates for Youth (SAY), Child Parent Institute (CPI), Seneca Center for Children and Families, Committee on the Shelterless (COTS), and County of Sonoma Public Health Nursing. This evaluation will measure the collective impact of these services on parents’ ability to protect and nurture their children. The evaluation will add to the department’s knowledge of the types and combinations of services that are effective in preventing child abuse. The evaluation report will facilitate recommendations for services and providers in the coming years

The purpose of the contract amendment is to enable LPC Consulting Associates to develop a database to be used by the providers included in the evaluation. The database will align with existing community

efforts, such as First 5 Sonoma and Upstream Investments, to measure shared impact across multiple service types.

Prior Board Actions:

No prior Board actions – original agreement executed between Purchasing Agent and Contractor. Authority now shifts to Board due to amended contract total.

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

This action supports the goal of a safer and healthier community by evaluating supportive services delivered to families involved in the child welfare system. The services evaluated facilitate the mitigation of the impacts of past traumas, educate parents, create support systems for families and in turn, promote the safety of children.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 28,291		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 28,291
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 28,291	Total Sources	\$ 28,291

Narrative Explanation of Fiscal Impacts (If Required):

Funding was previously approved in the FY 14/15 budget.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

1st Amendment

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

Contract with LPC Consulting Associates, Inc
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**LPC Consulting Associates, Inc.
Amendment Number 1**

To the Agreement to Provide
TECHNICAL ASSISTANCE AND COLLECTIVE IMPACT EVALUATION

Agreement Number: PREE-FYC-LPC-TACIE-1415

Funding Amount: **\$28,291.00**

Term: **7/1/2014 to 6/30/2015**

Funding Source: County Funds

On July 1, 2014, the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and LPC Consulting Associates, Inc., a California non-profit Corporation (hereinafter "Contractor"), executed an Agreement to provide Technical Assistance and Collective Impact Evaluation for community-based Family, Youth, and Children (FY&C) service providers.

As provided by Article 13.7, Merger, the parties hereby evidence their intent and desire to amend the Agreement specifically to revise Article 2: Payment, replace Exhibit A: Scope of Work in its entirety, and replace Section 2 in Exhibit B: Fiscal Provisions/Budget to increase the Agreement maximum by Ten Thousand Dollars (\$10,000) for a total amount not to exceed Twenty Eight Thousand Two Hundred Ninety One Dollars (\$28,291). The additional funds are to provide on-call assistance and database finalization in order for County staff and FY&C service providers to meet the reporting requirements of the Child Abuse Prevention, Intervention and Treatment (CAPIT) and Promoting Safe and Stable Families (PSSF) programs.

RECITALS

- A. The purpose of this Amendment is to modify the terms and conditions of this Agreement between the County and Contractor.
- B. The parties hereto are desirous of modifying the Agreement in accordance with the terms and conditions set forth herein.

SPECIFIC PROVISIONS

Specific Provisions of the Agreement are amended as follows:

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a cost reimbursement basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed Twenty Eight Thousand Two Hundred Ninety One Dollars (\$28,291), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

Exhibit A: Scope of Work

1. Project Overview:

This Agreement is for the provision of technical assistance to community-based Family, Youth, and Children (FY&C) service providers for the Prevention Services Evaluation Project. For fiscal year 2014/15, the Contractor will provide the project with ongoing technical assistance, database implementation, increased evaluation capacity, and a collective impact evaluation report.

2. Services to be Provided:

Contractor will perform the following services according to the timelines and number of participating FY&C service providers as agreed upon with County of Sonoma Human Services Department (HSD) staff:

2.1. Technical Assistance to Contract Service Providers

2.1.1. Contractor will provide ongoing technical assistance through Group Teleconferences with HSD staff and all of the participating FY&C service providers as needed, in order to ensure that data collection stays on schedule. Key Contractor services to be provided will include, but not be limited to, the following:

- Encourage the exchange of information and experiences among the contractors.
- Foster a peer-learning environment.
- Reinforce the use of data for program development.
- Schedule approximately 4-8 calls according to the needs and availability of the providers.

2.1.2. Contractor will provide On Call Assistance by responding to telephone and email questions about the database, data entry, transfer of data at reporting times, and to support participating FY&C service providers and County staff in developing simple queries for generating data reporting.

- A Webinar training as well as ongoing technical support with access to Contractor's Data Systems Manager throughout the contract period.
- Reporting templates to enhance use of the database and generation of data reports that will inform both implementation and evaluation.

2.2. Finalize Database for FY&C Service Provider Use

2.2.1. Contractor will disseminate a database designed for use by all of the participating FY&C service providers that includes, but is not limited to, the following:

- Data elements required for reporting to Child Abuse Prevention, Intervention and Treatment (CAPIT) and Promoting Safe and Stable Families (PSSF), the funding sources for the prevention services. The data elements will also inform continuous quality improvement and provide important process feedback to County regarding referrals to the participating FY&C service providers.

- The generation of reports for County staff to submit to the funding sources as required.

2.3. Collective Impact Evaluation

2.3.1. Contractor will support HSD and participating FY&C service providers in the completion of a Collective Impact Evaluation report. Key Contractor services to be provided will include, but not be limited to, the following:

- Remain in continuous contact with the participating FY&C service providers to provide ongoing technical assistance during data collection.
- Collect data from the participating FY&C service providers at regular intervals (e.g., quarterly) and review for completeness, accuracy, and provide HSD with quarterly summaries of database entries.
- Generate data dashboard of findings to report back to County and FY&C service providers.
- Submit to HSD at the end of the data collection period, a list of the cases referred to the participating FY&C service providers in order to gather Child Protective Services case history. These data will be used in addition to the data collected by the participating FY&C service providers to measure the impacts of the HSD Child Abuse Prevention Services.
- Analyze data and draft a written Collective Impact Report to be reviewed and commented on by County staff and the participating FY&C service providers.
- Submit the final Collective Impact Report to include an executive summary, table of contents, main report (including recommendations), and appendices as needed. This report is expected to be approximately 25-30 pages. Contractor will provide one printed copy of the report and its appendices, accompanied by an accessible and Americans with Disabilities Act (ADA)-compliant electronic version of the report per Exhibit H.
- Provide an electronic copy of the cleaned survey dataset (with identifiers removed) and a copy of the evaluation database to HSD at the conclusion of the study.

Exhibit B: Fiscal Provisions/Budget

2. Budget.

<u>Personnel</u>	<u>Hours</u>	<u>Rate/Hr</u>	<u>Costs</u>
Evaluation Director	24	\$ 70.00	\$ 1,680.00
Research Director	116	\$ 55.00	\$ 6,380.00
Data Systems Manager	160	\$ 44.46	\$ 7,114.00
Research Assistant	12	\$ 15.00	\$ 180.00
TOTAL HOURS	312		
TOTAL PERSONNEL COSTS			\$15,354.00
OVERHEAD AND FRINGE	56%		\$ 8,598.00
TOTAL PERSONNEL, OVERHEAD AND FRINGE			\$23,952.00
<u>Other Direct Costs</u>	<u>Units</u>	<u>Rate</u>	<u>Total</u>
Rent @ 10% of personnel	12	\$128.00	\$1,536.00
Photocopying & Supplies	12	\$ 5.25	\$ 63.00
Mileage @ \$.565 & Parking	300	\$ 0.56	\$ 168.00
			\$1,767.00
TOTAL OTHER DIRECT COSTS			\$ 1,767.00
TOTAL PERSONNEL, OVERHEAD, FRINGE, & OTHER DIRECT			\$25,719.00
GENERAL & ADMINISTRATIVE COSTS	10%		\$ 2,572.00
TOTAL BUDGET			\$28,291.00

Except as expressly modified in this Amendment, the terms and conditions of Agreement Number PREE-FYC-LPC-TACIE-1415 shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be fully executed by their authorized representatives.

This Amendment shall be effective on and as of the date of the last signature.

CONTRACTOR:
LPC CONSULTING ASSOCIATES, INC.

COUNTY OF SONOMA:

By: Lynne Cannady
Name: Lynne Cannady
Title: President
Date: 9/8/14

By: _____
Name: ~~Linda Rodecap~~ Jerald C. Dunn
Title: ~~Purchasing Agent~~ Director,
Human Services Department
Date: _____

APPROVED AS TO SUBSTANCE FOR COUNTY:

By: [Signature]
Name: Oscar Chavez
Title: Assistant Director
Human Services Department

APPROVED AS TO FORM FOR COUNTY:

EXEMPT FROM COUNTY COUNSEL REVIEW

By: EXEMPT
County Counsel



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 21, 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 September 16, 2014

Recommended Actions:

Approval.

Executive Summary:

Approval of Minutes:

- (A) Minutes of the Meeting of September 16, 2014 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Russian River County Sanitation District, Sonoma County Water Agency, and Board of Supervisors; and
- (B) Minutes of the Meeting of September 16, 2013 of the Sonoma Valley County Sanitation District.

Prior Board Actions:

None.

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 14-15

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

Narrative Explanation of Fiscal Impacts (If Required):

N/A

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

Minutes

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

None

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

TUESDAY

SEPTEMBER 16, 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.

8:33 A.M. CALL TO ORDER

8:33 A.M. Chairman Rabbitt called the meeting to order.

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, Mike McGuire, Efren Carrillo

Staff Present: Chris Thomas, Assistant 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)

Items Pulled From the Agenda:

Agenda Item 7, the Farmhouse Inn Easement, will return to the Board at a future meeting date.

Agenda Item 34, the Belden Barns Winery hearing, will be continued to a future Board meeting.

Correction to Title on the Agenda: Agenda Item 18, Moonraker Sea Ranch lease, should also direct the publishing of a Notice of Intent to execute the lease and license agreements.

II. BOARD MEMBER ANNOUNCEMENTS

Supervisor McGuire related that he met with CalTrans on public safety matters to enhance intersection safety at Highway 128 per the school District's request; met with the Corp on Coyote Dam feasibility study; the Roads Ad Hoc Committee has continued to hold community meetings, with future transit matters coming to the Board; and he congratulated Supervisor Zane for her finish in the 4H race and wished a happy birthday to Supervisor Gorin.

Supervisor Zane announced that she attended a climate protection meeting; a BEST meeting, health action meeting; and last week she was in Washington DC with the water agency, working on a collaborative plan on early detection of climate events with National Oceanic and Atmospheric Administration (NOAA), the Core of Engineers, and SCRIPPS Institution of Oceanography scientists, and met with many legislative representatives, and our health lobbyists. She also attended a healthy aging collaboration leadership program; announced next Wednesday's mental health parity forum, 6:00-8:00 p.m. in the Board Chambers, with Congressman Thompson and other representatives, allowing the public to speak about mental health parity.

BOARD ANNOUNCEMENTS (Continued)

Supervisor Gorin attended a meeting in the Springs, a stakeholders meeting for the Sonoma County Valley bike trail and multi-use path; a fundraiser at the Saddles restaurant for the bicycle coalition for cyclist education, and the Kenwood gazebo will be dedicated this Sunday, the gazebo was built with donations and volunteer labor and is in memory of many fallen individuals.

Supervisor Carrillo commented on last Wednesday's United Way Day of Caring in which he helped on a Moorland beautification project in the West Roseland area and he thanked the many County staff and community volunteers who participated. Saturday will be an all day partnership workshop with Parks, Health and the community to develop a healthy neighborhood plan for the Moorland area, with a future draft plan and final workshop; the meeting will be at the Carrillo Apts. community center. The Roseland Village Center task group will meet regarding interim uses of the old Roseland shopping center and bowling alley building.

Supervisor Rabbitt announced he attended SCERA's administration benefits committee meeting regarding the retirement Ad Hoc COLA that occurs when specific reserves are met and described specific conditions needed before a COLA can be given; he attended the ABAG joint policy meeting, on cap and trade dollars, and disadvantaged communities; the Golden Gate Bridge District meeting, and some changes have occurred to the toll plaza, with some travel shift on Doyle Drive; advised that the toll plaza's clock is being stored and will later be reinstalled; commented on a labor protest by bridge machinists; and requested that a letter of support be sent on behalf of the Board concerning the Petaluma Health Care expansion, and noted that the Day of Caring was a big success.

III. CONSENT CALENDAR (Items 1 through 27)

PRESENTATIONS/GOLD RESOLUTIONS (Items 1 through 6)

PRESENTATIONS AT THE BOARD MEETING

1. Adopt a Gold Resolution honoring Cadet Captain Nick Kebodeaux on receiving the Amelia Earhart Award. (Third District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

Approved by Resolution 14-0356

2. Present a Gold Resolution, adopted on June 24, 2014, proclaiming July 13-19, 2014 as Pretrial, Probation, and Parole Supervision Week in Sonoma County. (Probation)

Board Action: Approved as Recommended
UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

PRESENTATIONS AT A DIFFERENT DATE

3. Adopt a Gold Resolution congratulating La Luz Center on being a recipient of the North Bay Leadership Council's 2014 Leaders of the North Bay Award for empowering the Latino community. (First District)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 14-0357

4. Adopt a Gold Resolution celebrating the 60th anniversary of the Sonoma County Family YMCA. (Third District)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 14-0358

5. Adopt a Gold Resolution to recognize California Human Development for their contribution to Sonoma County. (Fourth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 14-0359

6. Adopt a Gold Resolution proclaiming September 23-29, 2014, as "Falls Prevention Awareness Week" in Sonoma County.

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 14-0360

SONOMA COUNTY WATER AGENCY

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

7. 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; 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 under the Agreement; and
- (D) Authorize the General Manager of the Water Agency to file a California Environmental Quality Act Notice of Determination. (4/5th vote required) (Fifth District)(Second Reading)

This item was removed from the agenda.

CONSENT CALENDAR (Continued)

8. Authorize the Chair to execute the first amended agreement with Gold Ridge Resource Conservation District increasing the amount by \$11,000, expanding the scope of work to include salmon habitat restoration, and extending the agreement term by six months for a new not-to-exceed agreement total of \$55,200 and end date of June 30, 2015. (Fifth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR
AND
SONOMA COUNTY WATER AGENCY
RUSSIAN RIVER COUNTY SANITATION DISTRICT
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo) AND
SONOMA VALLEY COUNTY SANITATION DISTRICT
(Directors: Gorin, Rabbitt, Rouse)

9. Fiscal Year 2014-15 Tax Rates:
 - (A) Adopt a Concurrent Resolution of the Board of Supervisors of the County of Sonoma, the Board of Directors of the Sonoma County Water Agency, and the Board of Directors of the Russian River County Sanitation District setting the Fiscal Year 2014-15 tax rates for all debt service funds within their jurisdictions.
 - (B) Adopt a Resolution of the Board of Supervisors, County of Sonoma, setting the Fiscal Year 2014-15 unitary, operating non-unitary, and railroad unitary tax rate for voter approved indebtedness.
 - (C) Adopt a Resolution of the Board of Directors of the Sonoma Valley County Sanitation District setting the Fiscal Year 2014-15 tax rates for all debt service funds within its jurisdiction.

Board Action: Approved as Recommended
UNANIMOUS VOTE

Approved by Resolutions 14-0361, 14-0362, 14-0363.

Sonoma Valley County Sanitation District

Board Action: Approved as Recommended

AYES: David Rabbitt, Susan Gorin,
ABSENT: Mayor Rouse

BOARD OF SUPERVISORS

10. Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entity for advertising and promotions activities for Fiscal Year 2014-15: Petaluma Wine, Jazz & Blues Festival for the Petaluma Music Festival event, \$1,500. (Second District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

11. Amend the Fiscal Year 2013-14 Advertising Program grant contract for advertising and promotion of the Sonoma County Pride event 2014 to correctly reflect that the contract is between the County and the Russian River Chamber of Commerce. The award amount and term will remain the same. (Fifth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

COUNTY ADMINISTRATOR

12. Authorize the Chair to execute the First Amendment to the Personal Services Agreement with Grant Davis as General Manager, Sonoma County Water Agency, to extend for an additional three years from March 1, 2015 through March 1, 2018.

Board Action: Approved as Recommended
UNANIMOUS VOTE

Approved by Resolution 14-0364

13. Adopt a Resolution reappointing Bruce Goldstein to the Office of County Counsel, for the four year term commencing January 6, 2015, and ending on January 8, 2019.

Board Action: Approved as Recommended
UNANIMOUS VOTE

14. Approve the Updated Board Meeting Calendar for 2014.

Board Action: Approved as Recommended
UNANIMOUS VOTE

Approved by Resolution 14-0364

COUNTY CLERK-RECORDER-ASSESSOR

15. Authorize the Clerk-Recorder-Assessor to execute an agreement with Kofile Preservation, Inc. for record preservation services for the period of August 20, 2014 to August 19, 2015, in the amount of \$601,136.

Board Action: Approved as Recommended
UNANIMOUS VOTE

DISTRICT ATTORNEY

16. Adopt a Resolution authorizing the District Attorney to sign an Agreement with the State Victim Compensation and Government Claims Board for the Revolving Fund Agreement for Fiscal Years 2014-15 and 2016-17 to provide reimbursement to victims for specific expenses.

Board Action: Approved as Recommended
UNANIMOUS VOTE

Approved by Resolution 14-0365

CONSENT CALENDAR (Continued)

FIRE AND EMERGENCY SERVICES

17. Extension of Proclamation of Local Emergency Due to Drought Conditions - Adopt a 30 day extension of the Resolution proclaiming a drought emergency in Sonoma County.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 14-0366

GENERAL SERVICES/SHERIFF'S OFFICE

18. Moonraker Sea Ranch Ground Lease and Tower License:

- (A) Declare intent to execute a ground lease between the County of Sonoma and The Sea Ranch Association, a California non-profit mutual benefit corporation, for installation and operation of communications improvements at the Moonraker Sea Ranch telecommunications site located at 33012 Timber Ridge Road, The Sea Ranch, Sonoma County, for an initial term of fifteen (15) years at an annual rental cost of \$21,600, with two (2) extension options of five (5) years each.
- (B) Direct the Clerk of the Board to publish a Notice of Intent pursuant to Government Code section 25350 to execute such lease and license agreement.
- (C) Declare intent to execute a license agreement between the County of Sonoma and GTE Mobilnet of California Limited Partnership, a California limited partnership doing business as Verizon Wireless, for installation and operation of communications equipment on a portion of the communications tower at the Moonraker Sea Ranch telecommunications site located at 33012 Timber Ridge Road, The Sea Ranch, Sonoma County, for an initial term of five (5) years at an annual rental cost of \$14,400, with four (4) extension options of five (5) years each.

Board Action: Approved as Recommended and Amended

UNANIMOUS VOTE

HUMAN SERVICES

19. Approve the addition of two youth seats to the Upstream Investments Policy Committee.

Board Action: Approved as Recommended

UNANIMOUS VOTE

PERMIT & RESOURCE MANAGEMENT DEPARTMENT

20. Adopt a Resolution extending the Abandoned Vehicle Abatement Program until April 30, 2025.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 14-0367

21. Adopt a Resolution to vacate right-of-way over a portion of Primrose Avenue south and west of Santa Rosa. (File No. ENP14-0002) (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 14-0368

CONSENT CALENDAR (Continued)

PERMIT & RESOURCE MANAGEMENT DEPARTMENT
AND
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

22. Adopt a Resolution of the Board of Supervisors to:
- (A) Approve and authorize the Chair to execute an agreement for the rescission and simultaneous replacement of a Land Conservation Contract with two Open Space Easements pursuant to Gov. Code Section 51255, for 424 acre parcel owned by Hall T-T, LLC and located at 2457 Wilson Road, Geyserville, as a Condition of Approval for a previously approved Major Subdivision of the Hall T-T, LCC. PRMD File No. MJS04-0006.
 - (B) Receive report from Permit & Resource Management Department on General Plan consistency of the proposal pursuant to Gov. Code Section 51085, and find that restriction of the 424 acre parcel with two Open Space Easements, one over 421.5 acres and another over 2.5 acres, will substantially conform to the Land Conservation Act, Open Space Easement Act of 1974, and the Conditions of Approval for MJS04-0006.
 - (C) Approve and accept grant of the 2.5 acre Open Space Easement to the County of Sonoma, and authorize the Chair to execute the easement and Certificate of Acceptance.
 - (D) Authorize the Chair to execute a Certificate of Final Rescission of Land Conservation Contract conditioned on the recordation of the 421.5 acre and 2.5 acre Open Space Easements, and direct Permit & Resource Management Department to file a Notice of Determination under California Environmental Quality Act. Adopt a Resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District to:
 - (E) Approve and accept grant of the 421.5 acre Open Space Easement to the Sonoma County Agricultural Preservation and Open Space District, authorize the President of the Board of Directors to execute easement and Certificate of Acceptance, and direct the District to file a Notice of Exemption under California Environmental Quality Act. (Fourth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 14-0369 and 14-0370

SHERIFF'S OFFICE

23. Authorize the Chair to execute an agreement with Los Angeles County for the provision of reciprocal intrastate prisoner transportation services effective July 1, 2014, or upon execution by the Sheriff of Los Angeles County, whichever is later, through June 30, 2019, at no charge.

Board Action: Approved as Recommended

UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

SUCCESSOR AGENCY FOR THE SONOMA COUNTY
COMMUNITY REDEVELOPMENT AGENCY

24. Adopt a Resolution of the Governing Board of the Successor Agency for the Sonoma County Community Redevelopment Agency, approving the recognized obligation payment schedule for the period January 1, 2015 to June 30, 2015. (First and Fifth Districts)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 14-0371

TRANSPORTATION AND PUBLIC WORKS

25. Authorize the Chair to execute the First Amendment to the Agreement with Vali Cooper & Associates, Inc. for construction management services associated with the Cotati Intermodal Facility Project increasing the not-to-exceed amount from \$263,403 to \$299,059. (Second District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

26. Approve the plans and specifications for the 2013-2014 Lakeville Road (Road #3601) Tree Pruning and Removal Project, and Award the contract to low bidder Bay Area Tree Specialists, in the amount of \$221,775.00 and authorize Chair to execute construction contract M13002. (Second District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

MISCELLANEOUS

27. Approve the Minutes - (A) Minutes of the Meeting of August 5, 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 August 5, 2014 of the Sonoma Valley County Sanitation District.

Board Action: Approved as Recommended

UNANIMOUS VOTE

The Board recessed: 9:42 a.m.

The Board reconvened: 9:54 a.m.

IV. REGULAR CALENDAR (Items 28 through 30)

SONOMA COUNTY WATER AGENCY

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

28. Russian River Habitat Blueprint Grant:

- (A) Authorize the Water Agency's General Manager to execute a grant agreement with the National Oceanic and Atmospheric Administration for the Fiscal Year 2014-15 Russian River Habitat Planning, Restoration, and Coordination Program (\$690,000 grant; Water Agency cost share \$274,000).
- (B) Authorize the Water Agency's General Manager to execute new agreements or amend existing agreements with United States Geological Survey (\$80,000), Gold Ridge Resource Conservation District (\$50,000), and University of California Cooperative Extension (\$14,300) in order to pass through funds designated for these partners in the grant agreement.

Presenters:

Jessica Martini-Lamb, Environmental Resources Coordinator

Jay Jasperse, Chief Engineer

Natalie Cosentino-Manning, Restoration Program Manager, NOAA Fisheries Restoration Center.

Board Action: Approved as Recommended

UNANIMOUS VOTE

COUNTY ADMINISTRATOR

29. Approve the members of the Southwest Santa Rosa Annexation Board of Supervisors Ad-Hoc to sign a Memorandum of Understanding with Santa Rosa establishing the purpose of the joint County-City Annexation Committee. (Third and Fifth Districts)

Presenter:

Peter Rumble, Deputy County Administrator.

Speaker:

Michael Hilber

Board Action: Approved as Recommended

UNANIMOUS VOTE

30. Updated Advertising and Promotions Policy:

- (A) Adopt updated Advertising and Promotions Policy and direct staff to re-open time limited application process for additional Fiscal Year 14-15 funding available through Signage and Way Finding Category.
- (B) Approve Fiscal Year 2014-15 Advertising Program grant award and authorize the County Administrator to execute a contract with the Graton Labor Center for the DREAMers documentary film project (\$10,000).

REGULAR AFTERNOON CALENDAR (Continued)

Item #30 Continued

- (C) Allocate Fiscal Year 2014-15 Advertising Program grants to support the Public Art Policy Implementation (\$15,000) and the Hispanic Heritage Month Business Visits Program (\$6,000).
- (D) Authorize the County Administrator to execute an amendment to the agreement with the Russian River Chamber of Commerce to conduct positive messaging campaign for tourism this summer, extending the term for one year through June 30, 2015 and maintaining the current agreement amount of \$12,500.

Presenter:

Michelle Arellano, CAO Administrative Analyst.

Board Action: Approved as Recommended, with the amendment that Item 1 on the RFP process have a 30 day deadline rather than 2 weeks, and the ad hoc and staff will make biforcated recommendations.

UNANIMOUS VOTE

V. CLOSED SESSION CALENDAR (Items 31 through 33)

2:06 P.M. Chief Deputy County Counsel David Hurst reported on Closed Session Items #31-33.

31. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Renewed Efforts of Neighbors Against Landfill Expansion ("RENALE") 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)).

Direction given to Counsel and Staff.

32. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Name of Case: County of Sonoma v. CATS 4 U, et al Solano County Superior Court Case No. FCS041857 (Govt. Code Section 54956.9(d)(1)).

Direction Given to Counsel and Staff.

33. The Board of Supervisors, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, and the Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiator, Agency Negotiators: Wendy Macy/Carol Allen. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)).

Direction given to Labor Negotiators.

VI. REGULAR AFTERNOON CALENDAR (Items 34 through 35)

2:06 P.M. - RECONVENE FROM CLOSED SESSION

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, Mike McGuire, Efren Carrillo

Staff Present: Chris Thomas, Assistant County Administrator and David Hurst, Chief Deputy County Counsel.

Report on Closed Session.

2:06 P.M. Chief Deputy County Counsel David Hurst reported on Closed Session Items #31-33.

35. 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.)

2:07 P.M. Public Comment Opened

Speakers:
Richard Hannon
John Jenkel
Danielle West
Peter Tscherneff
Elizabeth Neylon
Colleen Fernald
Maria Stubert

2:33P.M. Public Comment Closed

36. 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

2:33 P.M. No Acts or Determinations were acted on or reviewed.

REGULAR AFTERNOON CALENDAR (Continued)

PERMIT & RESOURCE MANAGEMENT DEPARTMENT

37. (This item was pulled off the agenda.)
- a) APPLICANT: Nathan Belden, Owner
 - b) APPELLANT: Parker, Rodney, LaGoy
 - c) LOCATION: 5561 Sonoma Mountain Road, Santa Rosa
 - d) ASSESSOR'S PARCEL NUMBER: 049-030-010.
 - e) ENVIRONMENTAL DOCUMENT: Mitigated Negative Declaration
 - f) REQUEST: Conduct a Public Hearing and Adopt a Resolution denying the appeal, adopting the Mitigated Negative Declaration, and upholding the Board of Zoning Adjustments approval of a Use Permit and Design Review for the Belden Barns Winery, PRMD File No. PLP12-0016. (First District)

35. ADJOURNMENTS

2:34 P.M. The Board adjourned the meeting in memory of Darcy L. Aston, David M. Gambonini, Lady Loreon Vigne, William "Doug" Gallagher, Michael John Doyle, Dwight Crandall, Erica Daniela Romero, Minnie Corbit, and Laurie Anne Thompson. The meeting was adjourned to September 23, 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: 27
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Scott Hunsperger 565-2404

Supervisorial District(s):

Fifth

Title: Grant Deed of Protective Easement; Dutton Ranch Family Partnership; PLP10-0027

Recommended Actions:

Authorize the Chair of the Board of Supervisors to execute acceptance of a Grant Deed of Protective Easement, which is required in connection with a previously approved Lot Line Adjustment and Minor Subdivision, for the Dutton Ranch Family Partnership located at 8745 and 9050 Poplar Way, Sebastopol; APN 061-170-018, 077-140-046 and -047.

Executive Summary:

In 1995, the Sonoma County Planning Department approved the Administrative Certificates of Compliance (ACC) to recognize historic parcels within the subject property. In December of 2010, Dutton Ranch Family Partnership obtained approval from the Project Review Advisory Committee for a the Lot Line Adjustment and Minor Subdivision. The Lot Line Adjustment was among four ACC parcels of 43.3 acres, 25.2 acres, 15.37 acres and 13.75 acres in size, resulting in four parcels of 4.02 acres, 4.04 acres, 4.64 acres and 84.92 acres in size. The Minor Subdivision was of the 84.92 acre parcel and two other ACC parcels totaling 20.81 acres into three lots of 2.82 acres, 2.93 acres, and 3.93 acres in size and a designated remainder of 96.05 acres.

In April of 2011, the Lot Line Adjustment grant deeds recorded, and since then the property owner has been working to fulfill the 86 Conditions of Approval that must be satisfied before the tentative subdivision map can record.

Section 26-08-030 (b)(2) of the Sonoma County Zoning Ordinance states: *"The minimum lot size for creation of new parcels shall be ten (10) acres, except: (1) Where General Plan area policies expressly provide for a different minimum lot size; (2) Where creation of smaller lots will further General Plan goals AR-3 and AR-4, objectives AR-3.1 and AR-3.2, and policies AR-3c, AR-3e and AR-4a. In such cases where lots are clustered, a protective easement shall be applied to the remaining large parcel(s) which indicates that density has been transferred to the clustered area."* This requirement was added as a Condition of Approval of the subdivision that is now the request before the Board of Supervisors.

The Grant Deed of Protective Easement limits the use of the remainder parcel to primarily agricultural and residential use. As stated in the Protective Easement on file with the Clerk of the Board, the property owner has agreed to *“refrain from doing any of the following acts upon the Protected Parcel: (a) Placing, erecting, or causing the placement or erection of any building, structure, or vehicle intended for human occupancy, except as follows: (1) Placing or erecting no more than one (1) single-family residential dwelling unit on the Protected Parcel; and (2) Placing or erecting agricultural employee housing, farm family housing, seasonal and year-round farmworker housing, and other similar residential structures on the Protected Parcel in accordance with the requirements of the Diverse Agriculture land use category and DA zoning or such other agricultural or resource land use category and zoning district as may be applied by COUNTY to the Protected Parcel at some point in the future. (b) Doing or causing to be done any act which will materially change the general topography or the present natural form of the Protected Parcel, except in furtherance of the protective purpose of this Easement.*

An additional Condition of Approval for the subdivision prevents the designated remainder parcel from further subdivision through the rezoning to the B7 (Frozen Lot Size) combining district. Staff is recommending that the Chair of the Board of Supervisors sign the Protective Easement, which will allow the subdivision map to record.

Prior Board Actions:

None

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The recordation of the Grant Deed of Protective Easement will require that the 96.05 acre designated remainder parcel will remain primarily in agricultural production and the lot size will be frozen, preserving agricultural resources.

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	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

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:			
A. Site Plan B. Project Conditions of Approval dated December 16, 2010			
Related Items "On File" with the Clerk of the Board:			
Grant Deed of Protective Easement			

RECEIVED

JUN 10 2010

PERMIT AND RESOURCE
MANAGEMENT DEPARTMENT
COUNTY OF SONOMA

PROPOSAL STATEMENT
PROPOSE A WORK SUBDIVISION OF THREE PARCELS, 048284AD (REMAINDER OF
1840-0014), 12222AC (ACCS-372) & 04866AC (ACCS-373), FOR A TOTAL OF
103,736AC, CREATING THREE CLUSTERS 2+ AC, LOTS 1 OF 2, 3, 4, 5, 6, 7, 8,
& 9 OF 2, 3, 4, 5, 6, 7, 8, 9, AND A DESIGNATED REMAINDER OF 98,002AC.

OWNER - APPLICANT
DUTCH RANCH FAMILY LIMITED PARTNERSHIP
PO BOX 48
GRAYSON, CA 95472
707-523-0418
SITE ADDRESS: 8749 & 9000 POPULAR WAY, SEBASTOPOL.

APPLICANT STATEMENT
THE THREE CLUSTERS 2+ AC/ACRE PARCELS
WILL HAVE INDIVIDUAL WELLS OR COMMUNITY WATER SYSTEM
WILL HAVE INDIVIDUAL SEPTIC SYSTEMS

SURVEYOR'S STATEMENT
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION
IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS
ACT BY THE RECESS OF 2002, CHAPTER 670, SECTION 2.

DATED: June 7, 2010
JACK A. GARDNER 18 7347

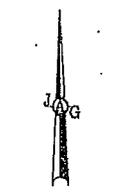
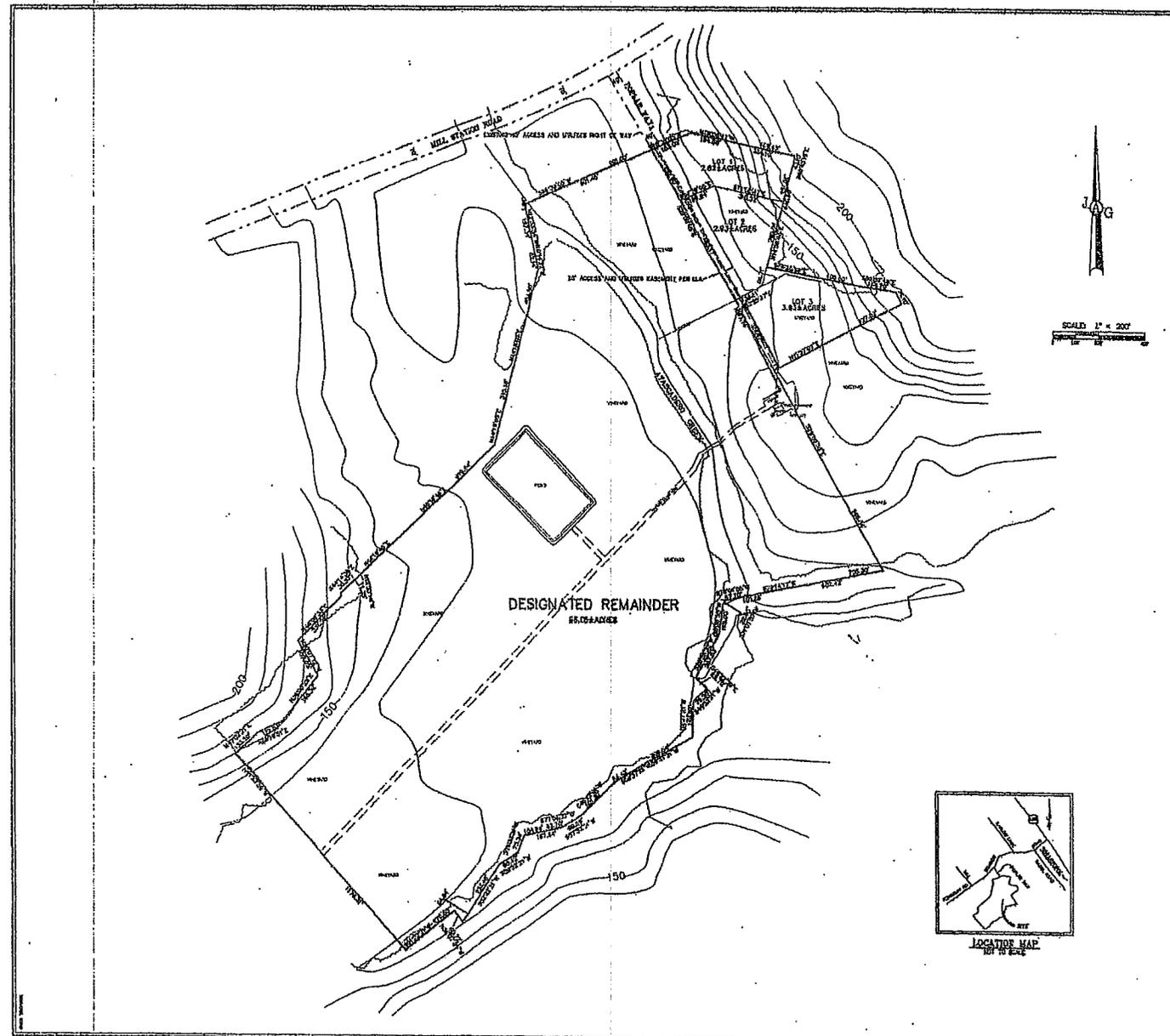


TENTATIVE MAP
OF A PORTION OF THE LANDS OF DUTCH RANCH FAMILY LIMITED PARTNERSHIP AS
DESCRIBED IN THAT SUTCLIFF MAP RECORDED AS DOCUMENT NO. 2003235471 OF
OFFICIAL RECORDS, SONOMA COUNTY RECORDS, AND BEING THE REMAINDER LANDS
OF A LOT LINE ADJUSTMENT 18410-0024, ACCS-372 RECORDED AS DOC. NO.
1835-0218 AND ACCS-373 RECORDED AS DOC. NO. 1835-0218A, OFFICIAL
RECORDS, SONOMA COUNTY RECORDS.

COUNTY OF SONOMA STATE OF CALIFORNIA
JACK A. GARDNER
LAND SURVEYOR
18 7347

18161 OCCIDENTAL ROAD (707) 874-5223
SEBASTOPOL, CA 95472 FAX (707) 874-3167

EXHIBIT A



SCALE 1" = 200'



8. Prior to recording the map, the applicant shall provide by means of a (topographic) Plot Plan drawn to a 1"=20' scale, that Lots 1, 2, 3 and the Designated Remainder contain sufficient area to accommodate a three-bedroom private sewage disposal system and a 200% unencumbered future reserve area. The plan shall include the location of any existing and potential domestic well site(s). Location of neighboring wells and septic systems within 150 feet of the proposed lots shall be shown, as well as existing and proposed driveways, grading cuts, and drainage ways. The plan is to be prepared by a registered Civil Engineer or Environmental Health Specialist and submitted to the District Specialist. This condition may be modified or waived by the District Specialist if the consultant can clearly demonstrate that adequate primary and reserve area is available.
9. NOTE ON MAP: "All future sewage disposal system repairs shall be completed in the Designated Reserve areas and shall meet Class I Standards. Alternate reserve areas may be designated with the approval of PRMD Well and Septic staff and without a Certificate of Modification, if soil evaluation and testing demonstrate that the alternative reserve area meets or exceeds all of the requirements that would have been met by the original reserve area."
10. NOTE ON MAP: "The area tested for sewage disposal and shown on this map shall be reserved for the construction of future on-site wastewater disposal systems and shall not be encumbered by buildings, roads, soil borrow pits, ponds, parking lots, water wells, easements, or any use incompatible with use as an on-site wastewater disposal system, unless an alternative sewage disposal location on the parcel of similar capability has been tested and accepted by the County as suitable to provide wastewater disposal for a new dwelling, or unless the parcel has been connected to public sewer service."
11. Prior to recording the map, the area tested for sewage disposal shall be shown on the map and shall be free of all encumbrances (building envelopes, roads, easements, etc).
12. A check print of the map shall be submitted to the County Surveyor who will forward it to the Project Review Health Specialist for review and approval of the Health map notes prior to recording the map.
13. If Subdivision Improvement Plans are submitted, prior to recording the map, one additional copy of Subdivision Improvement Plans shall be submitted to the Survey and Land Development Section for Well and Septic Section review (fees apply). Subdivision Improvement Plans shall show the outline of all existing and proposed septic tanks, sumps, wastewater disposal areas, reserve wastewater disposal areas and water wells within 100 feet of the proposed on-site and off-site improvements. Any subdivision improvement requiring a cut three feet or deeper within 100 feet of a septic system component shall dimension that distance on the Improvement Plans. All setbacks to existing and proposed septic systems (including septic system reserve areas) shall be met prior to recording the map.
14. NOTE ON MAP: "All private sewage disposal systems shall be designed by a registered Civil Engineer or registered Environmental Health Specialist" shall be shown on the lots of the map where test results indicate that a system requires such a design.
15. Prior to recording the map, for a mound, pressure distribution, filled land, or shallow sloping sewage system, the applicant shall submit to the Project Review Health Specialist an approved form of Declaration of Restrictions with either a Grant Deed/Straw Transfer or Owner's Statement on the map. Approval by the Project Review Health Specialist of the Draft Declaration of Restrictions form shall be obtained prior to signature and notarization.
16. NOTE ON MAP: "Prior to major grading, landscaping or location of ponds, contact should be made with the PRMD Well and Septic Section with regard to protection of the septic system and reserve area."

December 16, 2010

PLP10-0027

Dutton Ranch Family Partnership/Dutton Ranch Family Partnership

Page 3

17. NOTE ON MAP: "Prior to occupancy, Lots 1, 2 and 3 shall be provided with a separate water supply meeting all current standards for annular seal and setbacks."
18. Prior to recording the map, the well water shall be tested by a California State certified laboratory and found to meet California State and Federal standards for arsenic and nitrate contamination. If contamination exceeding the arsenic or nitrate standards is found, then the applicant shall re-test the well. The well shall be abandoned under permit from the PRMD Well and Septic Section if the contamination cannot be cleared from the well. An acceptable water source shall be demonstrated for each lot.
19. Prior to recording the map, a bacteriological sample from the proposed water source shall be analyzed for total coliform and E. coli by a California State certified laboratory. If analysis does not meet the applicable standard, the applicant will be required to disinfect the well per County requirements and re-test the well. A copy of the analysis shall be submitted to the Project Review Health Specialist.
20. In accordance with Government Code 66424.6, the applicant shall enter into an agreement to complete all on-site wastewater disposal and water supply requirements applicable to the Designated Remainder or the omitted parcel; or the applicant shall complete a Conditional Certificate of Compliance prior to recording the map.

SURVEYOR:

21. A Parcel Map, as defined in the State Subdivision Map Act and prepared by a licensed surveyor or civil engineer, showing all easements and parcels shall be filed with the Sonoma County Surveyor. Upon recording of the map, the Subdivision is valid.
22. This subdivision was approved and a finding of site suitability was made based on the affirmative representation of the subdivider or applicant that he has legal access to the parcel being subdivided and has the necessary property rights to make all required off site improvements. Without this representation, the subdivision would not have been approved. Applicant shall provide the recorded documents to the County Surveyor satisfactorily showing that he has the above property rights and that the parcel has legal access, with a minimum width of 20 feet to a County-maintained road. If proof of legal access and the other necessary property rights is not shown, no subdivision map shall be recorded. The County will not exercise its power of eminent domain to condemn the necessary access or property rights if none exists.
23. The subdivider shall retain a registered civil engineer to prepare road construction and drainage plans for submittal to the County Surveyor's Office in accordance with the current adopted Fire Safe Standards Ordinance, Sonoma County Subdivision Ordinance and the following:
 - a) Construct a private road from a county maintained road to the northwesterly line of Lot 3 as shown on the tentative map dated June, 2010. The road shall have an Asphaltic Concrete surface at least 0.20 feet thick and be 18 feet wide, with two foot shoulders. The structural section of the road improvements shall be designed using a soils investigation which provides the basement soils R-value and expansion pressure test results. A copy of the soils report shall be submitted with the first set of improvement plan check prints. The traffic index to be used for the design is "4". The designer may use an R-value of "5" and a T.I. of "4" if he wishes to waive the soils investigation for the road section design. After plan approval, the subdivider shall construct the required improvements as shown on said plans. These requirements are the minimum. It is the design engineer's responsibility to design an adequate road for it's intended use.
 - b) All engineering plans shall be drawn to a scale no smaller than 1" = 40 feet, shall show contours and cross-sections at a minimum of every 50 feet and extend at least 50 feet each side of the road.

- c) The easement shall be widened as necessary to contain the road base, all cuts and fills and the required side drainage.
 - d) A grading permit shall be obtained prior to the start of any earthwork.
 - e) Any roadway structure plans approved by the PRMD shall be attached to, and become a part of, the subdivisions improvement plans.
24. Prior to the issuance of a building permit or the recording of the final/parcel map, which ever occurs first, all roads necessary to access the subdivision shall be named if they serve 3 parcels or more (new or existing parcels). All newly named roads must connect to an existing road with an approved name. A road sign shall be posted at all intersections on the existing and/or new access roads. The signs shall meet the Sonoma County Department of Transportation and Public Works standards. All road names and addresses used will have to be approved by the PRMD. This condition may be altered or waived with written approval of the County Fire Chief, the PRMD and the County Surveyor. Any alteration or waiver of this condition may require other conditions to mitigate the required road standards. NOTICE! You will be charged a fee for processing and approval of a road name application.
25. If the offsite access road is exempt from Fire Safe Standards, the road shall be inspected by the Fire Marshall to assure that emergency equipment can traverse the road safely. The Fire Marshall and/or PRAC may require the applicant to make improvements which meet CEQA safety requirements and may include but are not limited to widening, turnouts and surfacing. These improvements shall meet Fire Safe Standards and plans for the said improvements shall be submitted to the County Surveyors Office for review and approval.
- In complying with this condition, the subdivider shall provide the County Surveyor with a Mitigation Request form from the Department of Emergency Services listing the improvements required or stating that the road is acceptable as it exists. If the subdivider is unable to secure the above mitigation form, the subdivision map shall not be recorded.
26. The subdivider shall either complete all required private and public construction or enter into an improvement agreement and post security with the County of Sonoma, prior to the filing of the subdivision map, agreeing to complete the required construction within 24 months after the preparation of the agreement. If the required construction is completed prior to the filing of the subdivision map, the subdivider shall enter into an improvement maintenance agreement and post security with the County of Sonoma, to guarantee the improvements for a period of one year.
27. The width of this/these roads may be altered (12 feet plus 2 foot shoulders is the minimum road width) with written approval of the County Fire Chief and the County Surveyor. Approval of a 12 foot road will require an inspection by the County Fire Chief and may require other conditions to mitigate the required road standards. This mitigation is for width only and cannot mitigate any other road conditions.
28. If a 12 foot road is approved, In order to provide emergency two-way access, passing turnouts shall be constructed at intervals not exceeding 300 feet or at locations approved by the County Fire Chief. The turnouts shall be constructed per the current adopted Fire Safe Standards Ordinance.
29. To ensure adequate emergency vehicle circulation, a turnaround shall be constructed at or near the end of the above private road. Turnarounds may be circular or may be constructed as a hammerhead. The turnarounds shall be constructed per the current adopted Fire Safe Standards Ordinance. This condition may be altered or waived with written approval of the County Fire Chief and the County Surveyor. Any alteration or waiver of this condition may require other conditions to mitigate the required road standards.

30. A report prepared by a civil engineer which provides sufficient information to demonstrate that the existing private road does meet the Conditions of Approval may be submitted for approval by the County Surveyor. The report shall contain information regarding condition, width, alignment, grade, structural section, subgrade, base rock and asphalt compaction, surfacing and any other relevant information necessary to approve the report. If this cannot be demonstrated, the subdivider shall retain a registered civil engineer to prepare road and drainage plans showing how the road is to be up-graded to meet the above stated standards. This condition cannot be mitigated by the Fire Marshall.
31. These conditions are not required to be included in the improvement plans with the exceptions of those titled "NOTE ON MAP" and "NOTE ON PLANS".

GRADING AND STORM WATER:

32. NOTE ON MAP: "Prior to issuance of a grading or building permit, the property owner shall submit any and all required grading/site plans and drainage reports for proposed work to PRMD for review. Grading/site plans shall clearly indicate the nature and extent of the proposed work and include erosion prevention/sediment control measures, details, notes, and specifications to prevent damages and to minimize adverse impacts to the environment. Drainage improvements shall be designed in accordance with the Sonoma County Water Agency Flood Control Design Criteria, to maintain off-site natural drainage patterns, and to limit post-development storm water levels and pollutant discharges in compliance with PRMD's best management practices guide. Grading and drainage improvements shall abide by all applicable standards and provisions of the Sonoma County Code and all other relevant laws and regulations."
33. NOTE ON MAP: "All structures requiring a building permit or an agricultural exemption shall adhere to a building setback line measured, from the toe of the stream bank outward, a distance of 2.5 times the height of the stream bank plus 30 feet, or 30 feet outward from the top of the stream bank, whichever distance is greater. If the top of the stream bank cannot be determined by visual analysis, then the building setback line shall be determined by hydraulic analysis."
34. NOTE ON MAP: "Grading and land disturbance shall be setback from streams a minimum of 25 feet from the top of stream bank unless otherwise permitted or restricted by local regulations."
35. NOTE ON MAP: "All or portions of the lots shown hereon are located within a Special Flood Hazard Area (SFHA) and are affected by flooding from Atascadero Creek. The base flood elevations (BFE's) vary or are unknown throughout the site but the lowest floor elevation of any habitable structure must be at least 1 foot higher than the adjacent BFE. No fill shall be placed within the SFHA, unless an engineering analysis demonstrates that no reduction in the flood storage capacity within the SFHA will result from the fill placement and related improvements. Any fill placed within the SFHA also requires a grading permit with plans and specifications prepared by a civil engineer. All elevations shall be based on the North American Vertical Datum of 1988 (NAVD 88)."
36. Any waterway setbacks, including but not limited to building setbacks, grading setbacks, or riparian corridor setbacks, shall be clearly shown and noted on the subdivision map.
37. Any land subject to inundation by a Special Flood Hazard Area shall be delineated and shown on the subdivision map as "SUBJECT TO INUNDATION" in one-inch lettering.
38. Grading and/or building permits require review and approval by the Grading & Storm Water Section of PRMD prior to issuance. Grading permit applications shall abide by all applicable standards and provisions of the Sonoma County Code and all other relevant laws and regulations.

39. A drainage report for the proposed project shall be prepared by a civil engineer, currently registered in the State of California, be submitted with the improvement plans, and be subject to review and approval by the Grading & Storm Water Section of PRMD. The drainage report shall include, at a minimum, a project narrative, on- and off-site hydrology maps, hydrologic calculations, hydraulic calculations, pre- and post-development analysis for all existing and proposed drainage facilities. The drainage report shall abide by and contain all applicable items in the Drainage Report Required Contents (DRN-006) handout.
40. The following development and redevelopment projects are required to implement post-construction treatment controls to mitigate all project-related storm water pollution:
- a) All development and redevelopment projects creating or replacing a combined total of 1.0 acre or more of impervious surface.
 - b) All development and redevelopment projects that include four or more houses.
 - c) Streets, roads, industrial parks, commercial strip malls, retail gasoline outlets, restaurants, parking lots, and automotive service facilities creating or replacing a combined total of 10,000 square feet or more of impervious surface.

Measures to mitigate the project impacts to the quality of post-construction storm water discharges from the site shall be incorporated into the drainage design of the project. A final Storm Water Mitigation Plan shall be submitted with the grading and/or building permit application [improvement plans], and be subject to review and approval by the Grading & Storm Water Section of PRMD prior to the issuance of any grading or building permits. Post-construction storm water features must be installed per approved plans and specifications, and working properly prior to finaling the grading permit and associated building permits.

41. Drainage improvements shall be designed by a civil engineer, currently registered in the State of California, and in accordance with the Sonoma County Water Agency Flood Control Design Criteria. Drainage improvements shall be shown on the improvement plans and be submitted to the Grading & Storm Water Section of PRMD for review and approval. Drainage improvements shall maintain off-site natural drainage patterns, limit post-development storm water levels and pollutant discharges in compliance with PRMD's best management practices guide, and shall abide by all applicable standards and provisions of the Sonoma County Code and all other relevant laws and regulations. Drainage improvements shall not adversely affect adjacent properties or drainage systems.
42. The applicant shall provide improvement plans, prepared by a civil engineer currently registered in the State of California, which clearly indicate the nature and extent of the work proposed and include all existing and proposed land features, elevations, roads, driveways, buildings, limits of grading, adequate grading cross sections and drainage facilities such as swales, channels, closed conduits, or drainage structures.
43. The proposed project is located within a Special Flood Hazard Area (SFHA) and is affected by flooding from Atascadero Creek. No fill shall be placed within a SFHA, unless an engineering analysis demonstrates that no reduction in the flood storage capacity within the SFHA will result from the fill placement and related improvements. Any land subject to inundation by a SFHA shall be delineated and shown on the improvement plans as "SUBJECT TO INUNDATION" in one-inch lettering. The base flood elevation (BFE) varies throughout the site or is unknown but the lowest floor elevation of any habitable structure must be at least 1 foot higher than the nearest adjacent BFE. The improvement plans shall show all elevations based upon the North American Vertical Datum of 1988 (NAVD 88).

44. As part of the improvement plans, the applicant shall include an erosion prevention/sediment control plan which clearly shows best management practices to be implemented, limits of disturbed areas, vegetated areas to be preserved, pertinent details, notes, and specifications to prevent damages and minimize adverse impacts to the environment. Appropriate Best Management Practices shall be implemented during construction activities to effectively prevent and minimize polluted storm water discharges. Tracking of soil or construction debris into the public right-of-way shall be prohibited. Runoff containing concrete waste or by-products shall not be allowed to drain to the storm drain system, waterway(s), or adjacent lands.
45. All structures requiring a building permit or an agricultural exemption shall adhere to a building setback line measured, from the toe of the stream bank outward, a distance of 2.5 times the height of the stream bank plus 30 feet, or 30 feet outward from the top of the stream bank, whichever distance is greater. If the top of the stream bank cannot be determined by visual analysis, then the building setback line shall be determined by hydraulic analysis.
46. Grading and land disturbance shall be setback from streams a minimum of 25 feet from the top of stream bank.
47. Any waterway setbacks, including but not limited to building setbacks, grading setbacks, or riparian corridor setbacks, shall be clearly shown and noted on the improvement plans.
48. Before construction may begin near a waterway, a protective construction fence shall be placed in such a manner to allow the proposed development while preventing land disturbance adjacent to the waterway to the maximum extent possible. The protective construction fence shall be shown and noted on the improvement plans.
49. Any stream crossing, such as a bridge or culvert, shall maintain at least one foot of freeboard between the 100-year water surface elevation the lowest structural component.
50. If the cumulative land disturbance of the project is equal to or greater than one acre, then the project is subject to National Pollutant Discharge Elimination System (NPDES) requirements and must obtain coverage under the State Water Resource Control Board's General Construction Permit (General Permit). Documentation of coverage under the General Permit must be submitted to the Grading & Storm Water Section of PRMD prior to issuance of any grading permit for the proposed project.
51. The applicant is responsible to contact the North Coast Regional Water Quality Control Board and obtain any necessary permits or waivers for proposed work in or near a waterway. The applicant shall provide said documentation to the Grading & Storm Water Section of PRMD prior to issuance of any permit for the proposed project.
52. The applicant is responsible to contact the California Department of Fish & Game and obtain any necessary permits or waivers for proposed work in or near a waterway. The applicant shall provide said documentation to the Grading & Storm Water Section of PRMD prior to issuance of any permit for the proposed project.
53. A roiling permit from PRMD shall be obtained prior to start of work within any active waterway.

TRANSPORTATION AND PUBLIC WORKS:

54. NOTE ON MAP: "To allow for the smooth and safe movement of passenger vehicles entering and exiting the public road that provides access to the property, entry to Mill Station Road shall conform to AASHTO standards. More specifically, the Developer shall construct a driveway with a minimum throat width of 18 feet and entrance curves having a minimum pavement radius of 25

feet. The driveway shall enter the public road as close to perpendicular as possible, but in no case shall the driveway enter the public road at more than 20 degrees from perpendicular. The minimum sight distance for vehicles entering and exiting the driveway shall be in accordance with AASHTO requirements for the speed traveled on Mill Station Road. The entry shall be surfaced with asphalt concrete a minimum distance of 25 feet from the edge of pavement. Refer to County of Sonoma Department of Transportation and Public Works Construction Standard Drawing 814, latest revision, for private road and driveway intersection details. The improvements shall be completed prior to occupancy of any new dwelling on the lots shown here on. Note: Entrance curve radii may be reduced with the approval of the Fire Services Division of the Sonoma County Department of Emergency Services."

55. NOTE ON MAP: "Prior to constructing any new private driveway intersection with the public road, or improving an existing intersection, the applicant shall obtain an encroachment permit from the Permit and Resource Management Department. The intersection improvements shall be constructed in accordance with the Department of Transportation and Public Works standards and the adopted conditions of approval. Improvements shall be completed prior to occupancy of any new dwelling on the lots shown here on."
56. NOTE ON MAP: "New construction on the parcels associated with this approval is subject to payment of a development fee (Traffic Mitigation Fee) to the County of Sonoma before issuance of any building permits, as required by Section 26, Article 98 of the Sonoma County Code."

PLANNING:

LOT LINE ADJUSTMENT CONDITIONS

57. Submit verification to the Permit and Resource Management Department that taxes, which are a lien and termed as payable, are paid to the Treasurer/Tax Collector's Department on all parcels affected by the adjustment. The Treasurer/Tax Collector knows the amount of the tax due.
58. Submit a draft description of the parcel(s) being transferred to the County Surveyor for approval. The following note shall be placed on the deed or deeds: "The purpose of this deed is for a reconfiguration of the Lands of Dutton Ranch Family Limited Partnership as described under Document No. 95-082134, portion of APN 061-170-018 (ACC 95-368), Document No. 95-082135, portion of APN 061-170-018 (ACC 95-369), Document No. 95-082136, portion of APN 077-140-046 (ACC 95-370), and Document No. 95-082137, portion of APN 077-140-046 (ACC 95-371). This deed is pursuant to LLA10-0024 on file in the office of the Sonoma County Permit and Resource Management Department. It is the express intent of the signators hereto that the recordation of this deed extinguishes any underlying parcels or portions of parcels." It is the responsibility of the surveyor/engineer preparing the deeds to insure that the information contained within the combination note is correct. Note: The County Surveyor may modify the above described note.
59. Deed of Trust agreements, which encumber only portions of accepted legal lots, are violations of the Subdivision Map Act; therefore, prior to Permit and Resource Management Department approval of the deed for recordation, the applicant shall submit either recorded documents or documents to be recorded concurrently with the lot line adjustment deeds, showing that any Deed of Trust agreements on the subject properties will conform with the adjusted lot boundaries.
60. After approval of the deed description by the County Surveyor, a grant deed or deeds shall be prepared and submitted to the Permit and Resource Management Department for approval prior to recording.

61. The property owner(s) shall execute a Right-to-Farm Declaration on a form provided by PRMD to be submitted before the lot line adjustment is cleared by PRMD for recordation. The Right-to-Farm Declaration shall be recorded concurrently with the PRMD approved lot line adjustment grant deed(s) to reflect the newly configured parcels.
62. A site plan map of the Lot Line Adjustment shall be prepared by a licensed surveyor or civil engineer and attached to the deed(s) to be recorded. The site plan shall be subject to the review and approval of the County Surveyor. The following note shall be placed on said plan: "THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. Any errors or omissions on this exhibit shall not affect the deed description."
63. Prior to recordation, building envelopes for Parcels A, B, and C shall be shown on the site plan. Building envelopes shall be located on slopes of less than 20% and outside of the driplines of all existing trees. All development shall be located within the building envelopes with the exception of the septic system and water tanks.
64. The Lot Line Adjustment shall be recorded prior to recordation of the Parcel Map. Prior to recordation of the Lot Line Adjustment, the applicant/owner shall submit an application to amend the Zoning on the 84.92 acre remainder parcel from DA B6-20 to DA B7 to ensure that no further subdivision of the land is available. If a Parcel Map is not recorded to subdivide the remainder parcel and the two remaining ACC parcels within the two-year map approval period, then PRMD will proceed with the rezoning of the 84.92 remainder parcel to B7. If the Parcel Map is recorded then this condition will be superseded by Condition No. 84 and the rezoning application will be modified accordingly.

MINOR SUBDIVISION CONDITIONS

65. Dedication of parkland or payment of fees, in lieu of dedication, shall be paid prior to recordation of the Parcel Map. Alternatively, at the request of the subdivider, fees may be paid prior to issuance of building permits for new residential construction on each lot. If fees are intended to be paid prior to issuance of building permits, the following NOTE shall be placed on the Parcel Map:

NOTE ON MAP: "New residential construction on these parcels is subject to payment of parkland fees in accordance with Section 25-58 et. seq. of the Sonoma County Subdivision Ordinance. Evidence that fees are paid shall be provided to the Regional Parks Department prior to the issuance of building permits."
66. NOTE ON MAP: "Development on this parcel is subject to the Sonoma County Fire Safe Standards and shall be reviewed and approved by the County Fire Marshal/Local Fire Protection District. Said plan shall include, but not be limited to: emergency vehicle access and turn-around at the building site(s), addressing, water storage for fire fighting and fire break maintenance around all structures. Prior to occupancy, written approval that the required improvements have been installed shall be provided to PRMD from the County Fire Marshal/Local Fire Protection District."
67. Prior to map recordation, any road which provides primary access to more than two (2) parcels shall be named, and that addresses shall be assigned to reflect the name of the road from which the primary access originates. The Standards also specify that a road having a continuous alignment shall bear the same name. The site plan for the proposed project shows the access road is in direct, straight-line, alignment with the beginning portion Poplar Way, and will provide primary access to all parcels in the project. To fully comply with the Fire Safe Standards, the entire roadway beginning at the intersection with Mill Station Road and ending at the driveway of

the southern-most parcel in this project must be named. Poplar Way will then consist only of the east-west portion of the current roadway.

Prior to recordation, a Road Name Application must be submitted to this department. The application must include a map showing the entire road to be named along with existing structures and their driveways, and the current road naming and addressing fees. The application must be submitted in time for the road name to be processed and to receive final approval before the road name is included on the subdivision Final Map.

68. Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination filing fee of \$50.00 (or latest fee in effect at time of payment) for County Clerk processing, and \$2,010.25 (or latest fee in effect at time of payment) because a Mitigated Negative Declaration was prepared, for a total of \$2,060.25 made payable to Sonoma County Clerk and submitted to PRMD. If the required filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days after approval of the project, it will extend time frames for CEQA legal challenges.
69. If it is determined by survey prior to recordation of the Parcel Map that adequate land is not available to meet General Plan and Zoning densities, then the number of lots must be reduced in order to comply with required densities.
70. NOTE ON MAP: "Prior to building permit issuance for any new dwellings, the property owner(s) shall execute and record a Right-to-Farm declaration on a form provided by PRMD."
71. Prior to submitting the subdivision check print maps to the County Surveyor, the applicant shall submit, to PRMD - Project Review Division, a Condition Compliance Review Fee deposit (amount to be determined consistent with the ordinance in effect at that time). This "At Cost" fee is a minimum deposit and condition compliance is charged on an actual cost basis. Should the actual costs exceed the amount of the fee, the applicant will be billed for additional costs. In addition, the applicant shall also pay any application processing fees that have exceeded the initial deposit fee to process the subdivision application.
72. NOTE ON MAP: "All grading and development on site shall be done in compliance with the County Tree Protection Ordinance, including protection of trees during construction with a chain link fence at the dripline, and replacement of damaged or removed trees. The projects grading and landscape plans shall detail all tree protection implementation measures."
73. NOTE ON MAP: "Affordable housing requirements apply to each residential lot pursuant to Section 26-89-040 F of the Sonoma County Code. Each non-exempt residential unit shall pay an in-lieu affordable housing fee at the time of issuance of the building permit, unless a building permit for a qualifying affordable unit is approved prior to or concurrent with the building permit for the non-exempt residential unit."
74. NOTE ON MAP: "Agricultural uses occur in this area and pesticide applications, dust, odor and other nuisances associated with agricultural activities may occur."
75. Prior to recordation, building envelopes shall be created on all parcels. Building envelopes shall be located on slopes of less than 20% and outside of the driplines of all existing trees.

Mitigation Monitoring: Prior to recordation, a building envelope shall be shown on each lot.

76. NOTE ON MAP: "All new development shall be included within the building envelopes on each lot with the exception of water tanks and any septic fields. All new structures shall be subject to Administrative Design Review prior to issuance of building permits."

Mitigation Monitoring: The note shall be placed on the map prior to recordation.

77. NOTE ON MAP: "Prior to issuance of each Building Permit, an exterior lighting plan shall be submitted to the Design Review Committee for review and approval. Exterior lighting is required to be fully shielded, and directed downward to prevent "wash out" onto adjacent properties. Generally fixtures should accept sodium vapor lamps and not be located at the periphery of the property. Flood lights are not allowed. The lighting shall be installed in accordance with the approved lighting plan during the construction phase."

Mitigation Monitoring: The note shall be placed on the map prior to recordation.

78. Prior to recordation, a conservation easement shall be placed on the remainder parcel in perpetuity and that easement shall be conveyed to Sonoma County.

Mitigation Monitoring: The easement shall be recorded concurrently with the map.

79. NOTE ON MAP:

"All Building and/or Grading permits shall have the following note printed on the plan sheets:

The following dust control measures will be included in the project:

- A. Water or other dust palliative will be applied to unpaved portions of the construction site, unpaved roads, parking areas, staging areas and stockpiles of soil daily as needed to control dust.
- B. Trucks hauling soil, sand and other loose materials over public roads will cover the loads, or will keep the loads at least two feet below the level of the sides of the container, or will wet the load sufficiently to prevent dust emissions.
- C. Paved roads will be swept as needed to remove any visible soil that has been carried onto them from the project site."

Mitigation Monitoring: The note shall be placed on the map prior to recordation.

80. NOTE ON MAP: "Future agricultural cultivation and related planting, seeding, fertilizing, weeding, irrigation and harvesting shall not be located closer than 50 feet from the top of the bank of all creeks."

Mitigation Monitoring: Prior to recordation, the building setback line and notes shall be shown on the map.

81. NOTE ON MAP: "All building and/or grading permits shall have the following note printed on plan sheets: In the event that archaeological resources such as pottery, arrowheads, midden or culturally modified soil deposits are discovered at any time during grading, scraping or excavation within the property, all work shall be halted in the vicinity of the find and County PRMD - Project Review staff shall be notified and a qualified archaeologist shall be contacted immediately to make an evaluation of the find and report to PRMD. PRMD staff may consult and/or notify the appropriate tribal representative from tribes known to PRMD to have interests in the area. Artifacts associated with prehistoric sites include humanly modified stone, shell, bone or other

cultural materials such as charcoal, ash and burned rock indicative of food procurement or processing activities. Prehistoric domestic resources include hearths, firepits, or house floor depressions whereas typical mortuary resources are represented by human skeletal remains. Historic artifacts potentially include all by-products of human land use greater than 50 years of age including trash pits older than fifty years of age. When contacted, a member of PRMD Project Review staff and the archaeologist shall visit the site to determine the extent of the resources and to develop and coordinate proper protection/mitigation measures required for the discovery. PRMD may refer the mitigation/protection plan to designated tribal representatives for review and comment. No work shall commence until a protection/mitigation plan is reviewed and approved by PRMD - Project Review staff. Mitigations may include avoidance, removal, preservation and/or recordation in accordance with California law. Archeological evaluation and mitigation shall be at the applicant's sole expense.

If human remains are encountered, all work must stop in the immediate vicinity of the discovered remains and PRMD staff, County Coroner and a qualified archaeologist must be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native American, the Native American Heritage Commission must be contacted by the Coroner so that a "Most Likely Descendant" can be designated and the appropriate provisions of the California Government Code and California Public Resources Code will be followed."

Mitigation Monitoring: The note shall be placed on the map prior to recordation.

82. NOTE ON MAP: All building and/or grading permits shall have the following note printed on plan sheets: "All earthwork, grading, trenching, backfilling and compaction operations shall be conducted in accordance with the County Subdivision Ordinance (Chapter 25, Sonoma County Code) and erosion control provisions of the Drainage and Storm Water Management Ordinance (Chapter 11, Sonoma County Code and Building Ordinance (Chapter 7, Sonoma County Code).

All construction activities shall meet the California Building Code regulations for seismic safety (i.e., reinforcing perimeter and/or load bearing walls, bracing parapets, etc.). Construction plans shall be subject to review and approval of PRMD prior to the issuance of a building permit. All work shall be subject to inspection by PRMD and must conform to all applicable code requirements and approved Improvement Plans prior to the issuance of a Certificate of Occupancy."

Mitigation Monitoring: The project planner shall ensure that the note appears on the map correctly.

83. NOTE ON MAP: "All new dwelling units on these parcels shall be built using the Sonoma County Green Building Program standards. These standards are based on LEED® and BIG rating systems and result in buildings that are more energy efficient and reduce Greenhouse Gas emissions. At the time of building documentation must be provided that the new dwellings meet the current standard under the BIG rating system or earn at least a 50 point rating under the BIG rating system."

Mitigation Monitoring: The project planner shall ensure that the note appears on the map correctly.

84. Prior to recordation of the Parcel Map, the applicant/owner shall submit an application to amend the Zoning on the 96.05 acre remainder parcel from DA B6-20 to DA B7 to ensure that no further subdivision of the land is available.

Mitigation Monitoring: The Rezoning application shall be deemed complete for processing prior to recordation of the map.

85. NOTE ON MAP: "All Building and/or Grading permits shall have the following note printed on the plan sheets:

"Construction activities for this project shall be restricted as follows:

- a) All internal combustion engines used during construction of this project will be operated with mufflers that meet the requirements of the State Resources Code, and, where applicable, the Vehicle Code. Equipment shall be properly maintained and turned off when not in use.
- b) Except for actions taken to prevent an emergency, or to deal with an existing emergency, all construction activities shall be restricted to the hours of 7:00 a.m. and 7:00 p.m. on weekdays and 9:00 a.m. and 7:00 p.m. on weekends and holidays. If work outside the times specified above becomes necessary, the applicant shall notify the PRMD Project Review Division as soon as practical.
- c) There will be no start up of machines nor equipment prior to 7:00 a.m, Monday through Friday or 9:00 am on weekends and holidays; no delivery of materials or equipment prior to 7:00 a.m nor past 7:00 p.m, Monday through Friday or prior to 9:00 a.m. nor past 7:00 p.m. on weekends and holidays and no servicing of equipment past 7:00 p.m., Monday through Friday, or weekends and holidays. A sign(s) shall be posted on the site regarding the allowable hours of construction, and including the developer's phone number for public contact.
- d) Pile driving activities shall be limited to 7:30 a.m. to 7:00 p.m. weekdays only.
- e) Construction maintenance, storage and staging areas for construction equipment shall avoid proximity to residential areas to the maximum extent practicable. Stationary construction equipment, such as compressors, mixers, etc., shall be placed away from residential areas and/or provided with acoustical shielding. Quiet construction equipment shall be used when possible.
- f) The developer shall designate a Project Manager with authority to implement the mitigation prior to issuance of a building/grading permit. The Project Manager's phone number shall be conspicuously posted at the construction site. The Project Manager shall determine the cause of noise complaints (e.g. starting too early, faulty muffler, etc.) and shall take prompt action to correct the problem."

Mitigation Monitoring: The project planner shall ensure that the note is shown on the map.

86. The Director of PRMD is hereby authorized to modify these conditions for minor adjustments to respond to unforeseen field constraints provided that the goals of these conditions can be safely achieved in some other manner. The applicant must submit a written request to PRMD demonstrating that the condition(s) is infeasible due to specific constraints (e.g. lack of property rights) and shall include a proposed alternative measure or option to meet the goal or purpose of the condition. PRMD shall consult with affected departments and agencies and may require an application for modification of the approved Tentative Map. Changes to conditions that may be authorized by PRMD are limited to those items that are not adopted standards or were not adopted as mitigation measures or that were not at issue during the public hearing process. Any modification of the permit conditions shall be documented with an approval letter from PRMD, and shall not affect the original permit approval date or the term for expiration of the permit.

The owner/operator and all successors in interest, shall comply with all applicable provisions of the Sonoma County Code and all other applicable local, state and federal regulations.

December 16, 2010

PLP10-0027

Dutton Ranch Family Partnership/Dutton Ranch Family Partnership

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PRAC ACTION TAKEN ON DECEMBER 16, 2010: Alex Rosas moved to adopt the Mitigated Negative Declaration and approve minor Lot Line Adjustment and Minor Subdivision subject to Findings and modified Conditions of Approval. Seconded by Jon Tracy and passed with a 5-0-2 vote.

-



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 21, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Laurel Putnam 707-565-3714

Supervisorial District(s):

Fourth

Title: Parcel Map No. PLP 05-0002, Lands of Sutter West Bay Hospitals, A California Nonprofit Public Benefit Corporation

Recommended Actions:

Adopt a Resolution approving and accepting Parcel Map No. PLP 05-0002 for Sutter West Bay Hospitals, A California Nonprofit Public Benefit Corporation, and making findings in accordance with the Subdivision Map Act. (Fourth District)

Executive Summary:

On August 24, 2010, the Board of Supervisors approved the Sutter Medical Center of Santa Rosa project, which included General Plan Amendments, Design Review, three Use Permits (including one for a public water well to serve the lots being created with this map), a minor Lot Line Adjustment, and a Major Subdivision of two parcels totaling approximately 25 acres into three lots and a Parcel "A". The Sutter Medical Center project includes a hospital, medical office building, and housing for families of patients.

The project was later modified so that the subdivision map is now two lots and a Parcel "A". The approval granted the developer two years to meet their subdivision conditions of approval, which are required prior to filing of their subdivision map. Due to the reduction in the number of lots involved, the requirement for filing a subdivision map was downgraded from a final map to a parcel map. The State Map Act allows for five, one-year extensions to approved tentative maps upon request by the applicant/subdivider. However, due to the economic downturn, the State approved four legislative extensions (automatic extensions to the life of a tentative map without request by the applicant/subdivider), keeping this and other tentative maps active.

Parcel "A" is a non-buildable parcel that contains the two wells drilled for the project. Making it a separate parcel on the subdivision map designated as Parcel "A" allows it to be conveyed to a public water company at any point in the future.

The matter before the Board today is approval of the Parcel Map for the subdivision. Approval of Parcel

Maps is typically done by the County Surveyor and County Clerk, but is before the Board in this case since the Board approved the original project. This is a ministerial action by the Board, subject only to compliance with the applicable conditions of approval for the subdivision (not the associated use permits). The conditions of approval include requirements of the State Subdivision Map Act and the County's Subdivision Ordinance.

In order to assure that lots being created through the subdivision process are buildable, a subdivider is required to prove water supply and sewage disposal for each of the lots being created to the satisfaction of PRMD Project Review Division's Environmental Health Specialist, as well as provide access to each of the lots to the satisfaction of the County Surveyor.

Water Supply

For this subdivision, water for both lots is served by two wells located on Parcel "A". Because of the number of people the wells serve, the water system is subject to State regulations under the jurisdiction of the California State Water Resources Control Board, Division of Drinking Water, and is licensed as a "Non Transient Non Community Water System," permit number CA4901370. The potable water is being treated by an onsite treatment facility which is being operated and maintained by a state licensed water system company hired by Sutter Medical Center. If Parcel "A" is transferred to a public water company at some point in the future, the water treatment will no longer be done onsite. It will instead be done at the water company's treatment facility.

Another aspect of the required water supply for the hospital is the fire suppression system, which is a standalone system with 2,100,000 gallons of water stored in six water tanks buried under the Emergency Department parking lot. The system has two fire pumps, each individually capable of providing pressure to the onsite fire hydrants and the internal sprinkler system.

Sewage Disposal

Public Sanitary Sewer service is provided by the Airport/Larkfield/Wikiup Sanitation Zone for each of the lots.

Lot Access

Onsite legal access for the lots is provided by an easement over Lot 2 in favor of Lot 1. The physical access improvements were approved by a road report prepared by Brelje & Race Consulting Civil Engineers and approved by the County Surveyor on May 3, 2011.

Staff Recommendation

The owner/subdivider, Sutter West Bay Hospitals, has satisfied the required conditions for filing of the Parcel Map. Therefore staff recommends approval of the resolution approving Parcel Map No. PLP05-0002 for Lands of Sutter West Bay Hospitals, A California Nonprofit Public Benefit Corporation.

Prior Board Actions:

March 27, 2012: Approval of Resolution No. 12-0147 modifying use permit conditions set with Resolution No. 10-0640.

August 24, 2010: Approval of Resolution No. 10-0640 approving the Sutter Medical Center of Santa Rosa/Luther Burbank Memorial Foundation Joint Master Plan Project.

August 24, 2010: Approval of Resolution No. 10-0639 which certified the Final Environmental Impact Report for the Sutter Medical Center of Santa Rosa/Luther Burbank Memorial Foundation Joint Master Plan Project.

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

This action is a required component of the overall Sutter Medical Center project, which contributes to this goal by providing a hospital for use by Sonoma County residents.

Fiscal Summary - FY 14-15

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

Narrative Explanation of Fiscal Impacts (If Required):

The applicant/subdivider has paid County required fees for review of the parcel map. Due to an increased property tax base, there should be an increase in property tax revenue generated by creation of the parcel housing the medical office building (Lot 2).

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

- A) Resolution.
- B) Location map.
- C) Portion of subdivision map.

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

None.



County of Sonoma

State of California

Date: October 21, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Approving And Accepting Parcel Map No. PLP 05-0002 For Sutter West Bay Hospitals, A
California Nonprofit Public Benefit Corporation And Making Findings All In Accordance With
The Subdivision Map Act.**

Whereas, Parcel Map No. PLP 05-0002 of that certain subdivision owned by Sutter West Bay Hospitals, A California Nonprofit Public Benefit Corporation located in Santa Rosa has been presented to this Board of Supervisors for approval and acceptance; and

Whereas, said map conforms to the requirements of the State Subdivision Map Act and the Sonoma County Subdivision Ordinance; and

Whereas, the installation of the required monumentation has been completed to the satisfaction of the County Surveyor; and

Whereas, the installation of the private improvements for access and water have been installed to the satisfaction of the County Surveyor; and

Whereas, the estimated taxes for the 2014 & 2015 fiscal year have been paid or financial arrangements made to the County Tax Collector; and

Whereas, said map has been duly acknowledged and executed, and is ready for approval and recordation.

Now, Therefore, Be It Resolved that said Parcel Map No. PLP 05-0002 be and is hereby approved and accepted.

Be It Further Resolved the Board directs the Clerk of the Board to take the necessary steps to assure that said map and additional documents are filed with the County Recorder.

Resolution #

Date:

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Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

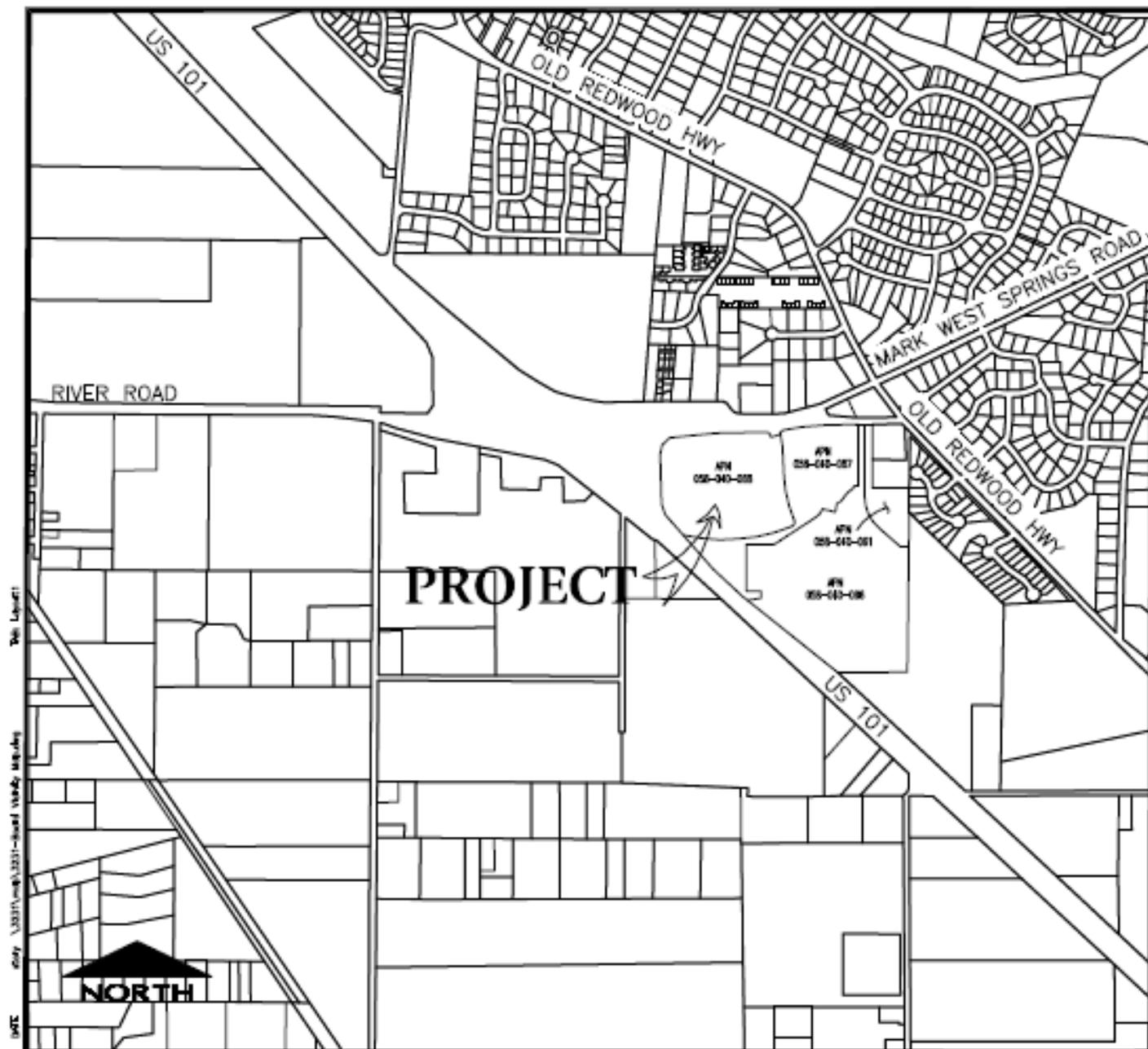
Ayes:

Noes:

Absent:

Abstain:

So Ordered.



PARCEL MAP NO. PLP 05-0002

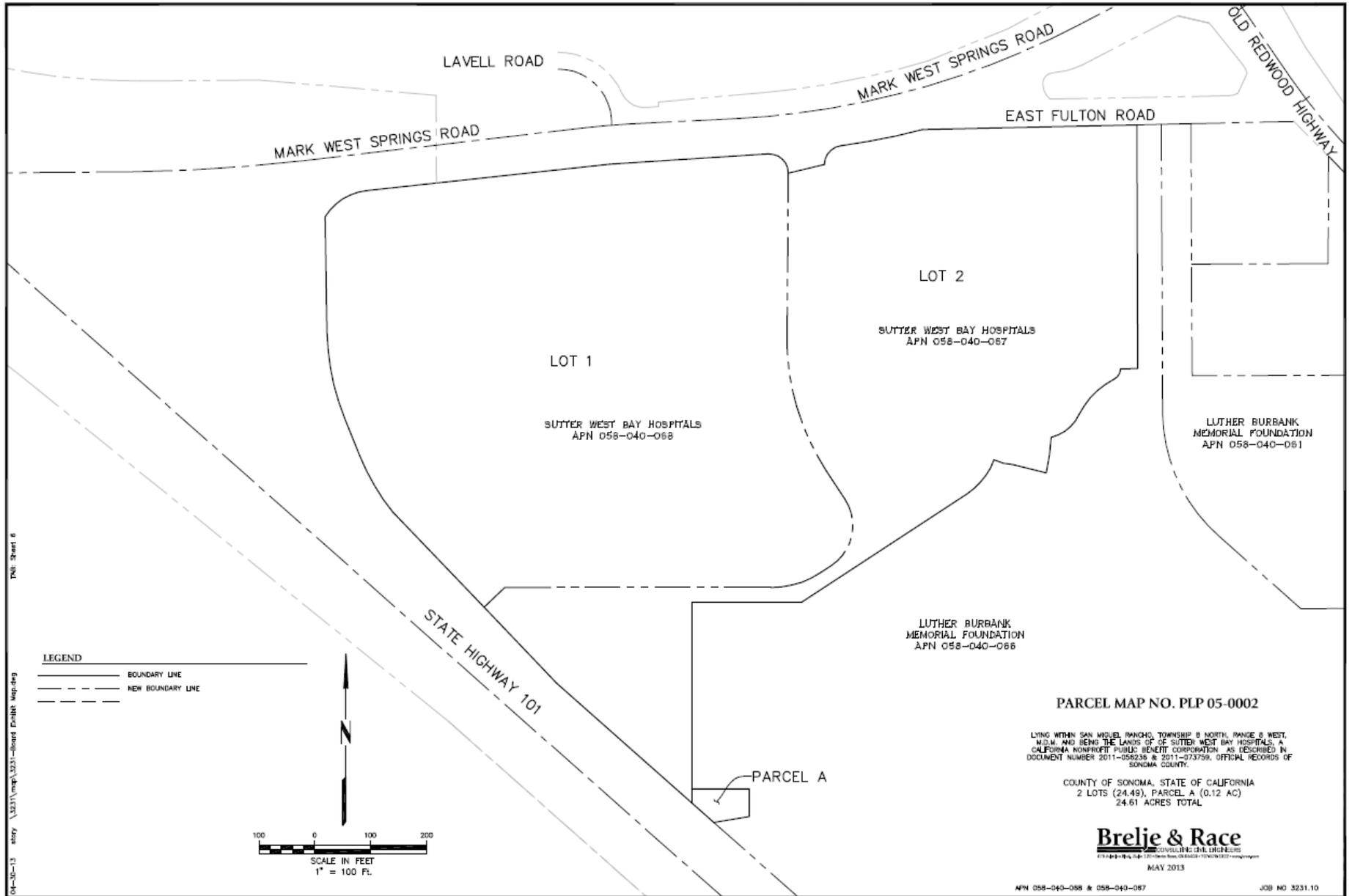
VICINITY MAP

JULY 2014

Brelje & Race

CONSULTING ENGINEERS
10000 S. RIVER ROAD, SUITE 100, RIVERSIDE, CA 92504
(951) 514-1100

PORTION OF SUBDIVISION MAP





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 of Sonoma County

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): Probation

Staff Name and Phone Number:

Robert Ochs, Probation: 565-2732

Supervisorial District(s):

Countywide

Title: Safe Streets Task Force Officer MOU (Amendment No. 1)

Recommended Actions:

Authorize the Chief Probation Officer to execute Amendment No. 1 to a Memorandum of Understanding with the City of Santa Rosa Police Department for reimbursement of costs associated with the SRPD Safe Streets Task Force Officer position. The amendment establishes a not to exceed reimbursement limit of \$94,762 for FY 14-15, and extends the term from June 30, 2014 to June 30, 2015.

Executive Summary:

The Probation Department seeks Board approval to execute Amendment No. 1 to a Memorandum of Understanding (MOU) with the City of Santa Rosa Police Department (SRPD) to reimburse costs associated with its 0.5 Full-Time Equivalent (FTE) Safe Streets Task Force Officer position. The Community Corrections Partnership (CCP) recommended funding the Safe Streets Task Force Officer as part of the County's FY 14-15 Public Safety Realignment Plan, which the Board approved on June 17, 2014. Amendment No. 1 to the SRPD Safe Streets Taskforce Officer MOU extends the term from 6/30/2014 until 6/30/2015, and incorporates the FY 14-15 not-to-exceed funding limit of \$94,762, equal to the CCP's approved budget. The amendment also makes minor changes to update fiscal year references and agency points of contact.

The Santa Rosa Police Department participates in the North Bay Regional Gang Task Force (Safe Streets) with other local law enforcement agencies and the Federal Bureau of Investigations. Members of the task force gather intelligence to identify criminal gang activity and criminal gang members in Sonoma County, and they conduct proactive law enforcement operations targeting violent criminal enterprises. The additional capacity provided by the Gang Task Force Officer allows SRPD to meet the increased investigative workload resulting from AB 109 offender activity in the local community.

Prior Board Actions:

- 1) 06/17/2014: CCP's Recommended FY 14-15 Realignment Plan accepted.
- 2) 11/05/2013: SRPD Safe Streets Taskforce MOU approved.

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

The Safe Streets Task Force Officer position contributes to public safety due to its investigative work targeting the local gang population and collaboration with law enforcement partners.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 94,762	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 94,762
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
Total Expenditure	\$ 94,762	Total Sources	\$ 94,762

Narrative Explanation of Fiscal Impacts (If Required):

On June 17, 2014, the Board unanimously approved the Community Corrections Partnership’s recommended Public Safety Realignment Plan for FY 14-15. The \$94,762 budget for the SRPD Safe Streets Task Force Officer’s support during FY 14-15 was included as part the approved CCP plan. The 0.5 FTE SRPD Task Force Officer position will be fully funded by revenues received from the State for AB 109 Public Safety Realignment. The expenditures associated with Amendment No. 1 to the Safe Streets Task Force MOU were included as part of Probation’s adopted FY 14-15 budget, approved by the Board in June 2014. The City of Santa Rosa Police Department may request AB 109 funds in future fiscal years to continue operating this program; however, all future funding allocations will be subject to approval by both the Community Corrections Partnership Executive Committee and the Board of Supervisors.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

None.

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

Amendment No. 1 to Memorandum of Understanding #PROB-SRPD-AB109-0613 with the City of Santa Rosa Police Department for AB 109 Safe Streets Task Force Officer support.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 30
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 21, 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):

Fifth

Title: Engineering Design for King Ridge Road Bridge over Big Austin Creek

Recommended Actions:

Authorize the Chair to sign an agreement with HDR Engineering, Inc. for engineering design services for the King Ridge Road Bridge over Big Austin Creek in the amount of \$409,443, which includes a 10% contingency, with a term ending June 30, 2017.

Executive Summary:

The staff of the Department of Transportation and Public Works is requesting the Board approve an agreement with HDR Engineering, Inc. for engineering design services for the King Ridge Road Bridge over Big Austin Creek (C07001) in the amount of \$409,443, which includes a 10% contingency, with a term ending June 30, 2017.

This project will replace the existing one lane King Ridge Road Bridge (20C0433) over Big Austin Creek with a new two lane bridge designed to meet current design standards. The existing bridge is scour critical, fracture critical, and functionally obsolete. All of these conditions will be rectified by the replacement bridge. 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 latest 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 King Ridge Road, pedestrians, bicycles and vehicles will share the travel lanes and shoulders. This project is 100% federally funded and must satisfy all requirements under the Federal Highway Bridge Program criteria, including approval by the California Department of Transportation (Caltrans). Services provided under the proposed agreement will include preliminary engineering, field investigations, structural design, and preparation of final plans, specifications, and estimates. The total cost of the project is estimated to be \$4,025,400.

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, HDR Engineering, Inc. was selected for this project because their qualifications align well with the design requirements for this bridge.

The Agreement has been 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	\$ 409,443		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 409,443
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 409,443	Total Sources	\$ 409,443

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)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:
List of all RFQ responders
Related Items "On File" with the Clerk of the Board:
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: 31
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 21, 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: Agreement for Landowner Fair Share Contributions to Future County Road Improvement Projects

Recommended Actions:

Adopt a Resolution authorizing the Chair to execute the Agreement for Landowner Fair Share Contributions to Future County Road Improvement Project with Sutter West Bay Hospitals for its fair share payment towards the future road improvements listed within Exhibit "A" to the Agreement.

Executive Summary:

By its Resolution No. 10-0639 passed August 24, 2010, the Board of Supervisors certified the Final Environmental Impact Report for the Sutter Medical Center of Santa Rosa/Luther Burbank Memorial Foundation Joint Master Plan Project (PLP05-0002). The Sutter EIR contains a number of project-generated traffic mitigation measures which were determined to be infeasible due to a lack of sufficient right-of-way or the presence of significant utilities conflicts at the various intersections. Per the conditions of approval (Resolution 10-0640, Exhibit "F") and as directed by the EIR, Sutter is required to pay its fair share of the costs to construct the public road improvements described in Exhibit "A" to the Agreement. The improvements to which Sutter is to contribute include:

- The signalization of the Barnes Road-River Road intersection, including separate left and right-turn lanes on the Barnes Road approach to River Road, and interconnection of this signal with the River Road/US 101 southbound off-ramp signal;
- Extension of the northbound right-turn lane on Old Redwood Highway at Mark West Springs Road to a minimum of 175 feet;
- Intersection improvements at the River Road-Fulton Road intersection that include:
 - 1) An additional through lane on the north and southbound Fulton Road approaches to River Road with provisions to merge back to a single lane on both sides of the intersection;
 - 2) A second left-turn lane on the westbound River Road approach to Fulton Road and the southbound Fulton Road approach to River Road;
 - 3) Lengthening of both sets of dual left-turn lanes;

4) Adjustment of the signal timing.

A number of the River Road and Fulton Road improvements are needed as a result of longer term cumulative impacts. The River Road-Fulton Road projects will likely be constructed over a period of years rather than as single project.

Note that the County is not obligated under this Agreement to undertake the construction of any project listed within, nor is Sutter obligated to make payment, until such time as the individual projects are programmed and funded by the County.

Prior Board Actions:

Resolution No. 10-0639: Certified the Final Environmental Impact Report for the Sutter Medical Center of Santa Rosa/Luther Burbank Memorial Foundation Joint Master Plan Project (August 24, 2010).

Resolution No. 10-0640: Approved the Sutter Medical Center of Santa Rosa/Luther Burbank Memorial Foundation Joint Master Plan Project (August 24, 2010).

Resolution No. 12-0585: Authorized an agreement with Sutter for payment to County for operating, maintaining and repairing the traffic signal located at the intersection of Mark West Springs Road and the main Sutter Hospital / Wells Fargo Center entrance (December 11, 2012).

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

Sutter Medical Center provides a variety of medical services to the public. As part of the development of the project site, Sutter has constructed a number of public road improvements that enhance the safety of its patients, staff, and the general public that travels the Mark West Springs Road corridor. This Agreement further commits Sutter to mitigate its cumulative traffic impacts in the area.

Fiscal Summary - FY 14-15

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

Narrative Explanation of Fiscal Impacts (If Required):

Budgetary appropriations are not necessary to implement this action. The County is not obligated by this agreement to construct any of the road improvements listed within the agreement and no expenditures are planned for FY 14-15.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<ol style="list-style-type: none"> 1. Resolution 2. Location Map 			
Related Items "On File" with the Clerk of the Board:			
Agreement; Resolution 10-0640			



County of Sonoma
State of California

Date: October 21, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**A Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Authorizing the Chair of the Board of Supervisors to Execute an Agreement With Sutter West Bay
Hospitals for Payment to County of Sutter's Fair Share Contribution, as Project Mitigation,
Towards Specific Future County Road Improvements Identified within the Sutter EIR and
Conditions of Approval (Fourth Supervisorial District).**

Whereas, on August 24, 2010, the Board of Supervisors certified the Final Environmental Impact Report (FEIR) for the Sutter Medical Center of Santa Rosa/Luther Burbank Memorial Foundation Joint Master Plan Project (PLP05-0002) by its Resolution No. 10-0639 and approved the Sutter Medical Center of Santa Rosa / Luther Burbank Memorial Foundation Joint Master Plan Project (PLP05-0002) by its Resolution No. 10-0640; and

Whereas, said FEIR identifies significant impacts that result from the addition of project traffic to a number of intersections and specifies road improvements needed to mitigate the unacceptable Level of Service at each; and

Whereas, certain project Conditions of Approval found in Exhibit "F" to Resolution No. 10-0640 require Sutter to enter into an agreement with the County to pay its fair share of the costs of the road improvements identified therein; and

Whereas, an agreement has been negotiated and executed by the Sutter.

Now, Therefore, Be It Resolved that:

1. The foregoing recitals are true and correct and are incorporated herein and form a part of this Resolution;
2. This Board approves the Agreement for Landowner Fair Share Contributions to Future County Road Improvement Projects attached hereto upon the forms, terms and conditions set forth therein. The Chair is hereby authorized and directed to accept, execute and deliver the Agreement for and on behalf of the County.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

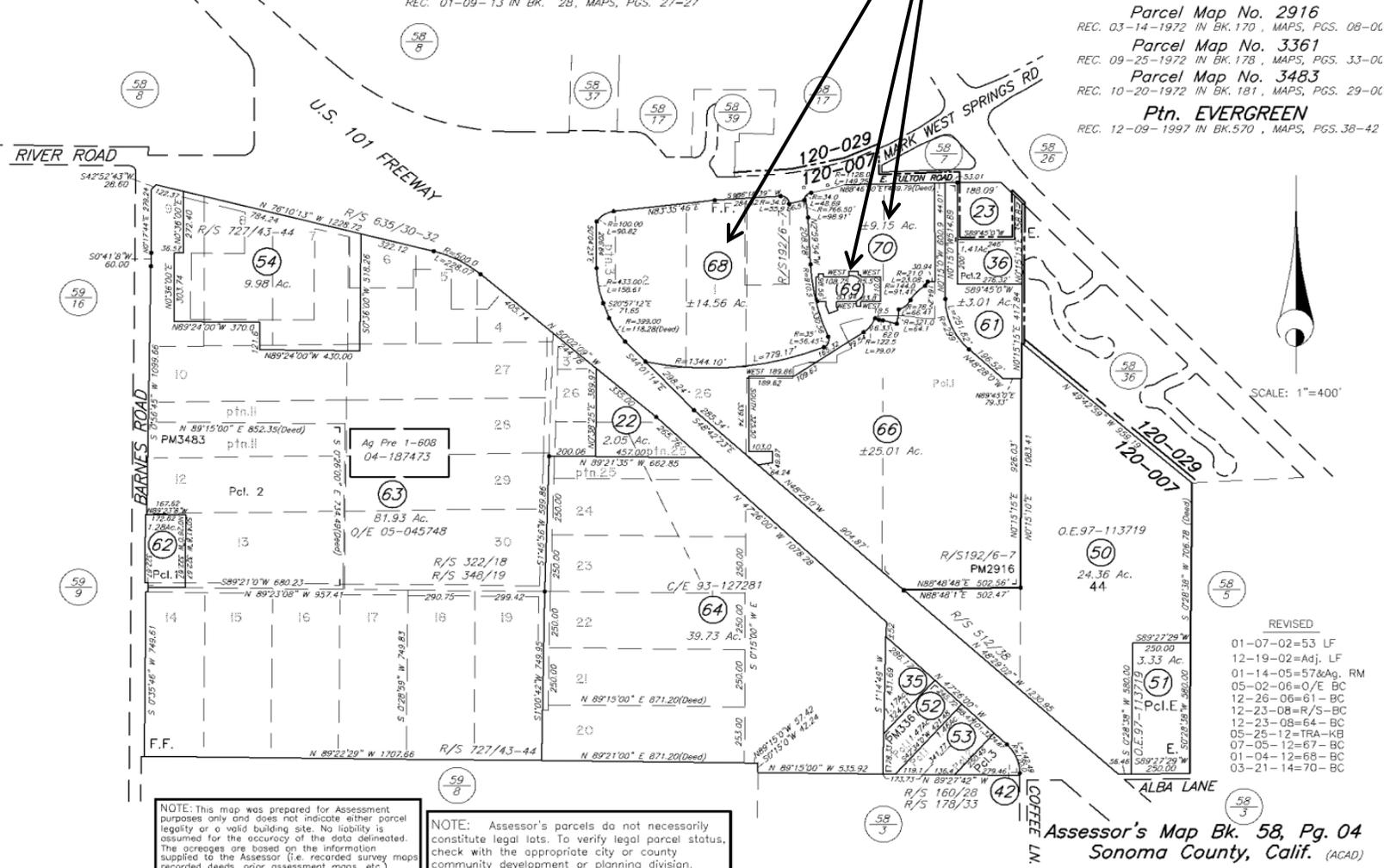
Location Map

**PARCELS SUBJECT TO
FAIR SHARE AGREEMENT**

COUNTY ASSESSOR'S PARCEL MAP
FRUIT FARMS SUBDIVISION
REC. 01-09-13 IN BK. 28, MAPS, PGS. 27-27

TAX RATE AREA 58-04
120-007
120-029

Parcel Map No. 2916
REC. 03-14-1972 IN BK. 170, MAPS, PGS. 08-08
Parcel Map No. 3361
REC. 09-25-1972 IN BK. 178, MAPS, PGS. 33-08
Parcel Map No. 3483
REC. 10-20-1972 IN BK. 181, MAPS, PGS. 29-08
Ptn. EVERGREEN
REC. 12-09-1997 IN BK.570, MAPS, PGS.38-42



NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legality or a void building site. No liability is assumed for the accuracy of the data delineated. The acreages are based on the information supplied to the Assessor (i.e. recorded survey maps, recorded deeds, prior assessment maps, etc.)

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

REVISED

01-07-02=53	LF
12-19-02=Adj.	LF
01-14-05=57&Ag.	RM
05-02-06=0/E	BC
12-26-06=61	BC
12-23-08=R/S	BC
12-23-08=64	BC
05-25-12=TRA	KB
07-05-12=67	BC
01-04-12=68	BC
03-21-14=70	BC

Assessor's Map Bk. 58, Pg. 04
Sonoma County, Calif. (ACAD)
KEY 12/22/08 BC



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 21, 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):

First

Title: Agreement and Resolution for Maintenance of Highway Improvements with the State of California, Department of Transportation, for the Route 12 Corridor Improvement Project Phase 2, Stage 2 (C08002).

Recommended Actions:

Approve Resolution authorizing the Director of Transportation and Public Works to execute the Agreement with the State of California, Department of Transportation, to provide maintenance of various improvements to Hwy 12 from Agua Caliente Road to Boyes Boulevard as part of the State Route 12 Corridor Improvement Project Phase 2 Stage 2 (C08002).

Executive Summary:

The State Route 12 Corridor Improvement Project Phase 2, Stage 2 consists of construction of pedestrian and bicycle facilities, roadway widening, asphalt pavement replacement, installation of curbs and gutters, storm water treatment devices, pedestrian level street lights, and traffic signal modifications on State Route 12 between Agua Caliente Road and Boyes Boulevard in the Springs Area of Sonoma Valley. This project was approved by the Board of Supervisors in 2013 and is funded with Reinvestment and Revitalization funds.

In June of 2014, the County entered into a Cooperative Agreement with the State in order to perform work within the Caltrans' right of way. The Cooperative Agreement defines the roles and responsibilities of the County and the State of California relating to new installations that will result from this project. In order for Caltrans to issue an encroachment permit and for work to proceed, the Agreement for Maintenance of State Highway Improvements must be signed by both Caltrans and the County. Under the terms of the Agreement, the County agrees to maintain the proposed sidewalks, lighting, and vegetation installed within Caltrans right of way. The State agrees to continue to maintain the roadway.

The draft agreement has been reviewed and approved as to form by County Counsel.

It is requested that the Board authorize the Director to execute the Agreement upon its execution by

CALTRANS to the extent there are no substantive changes from the form of the final draft agreement, attached, with review and approval by County Counsel.

Prior Board Actions:

4/22/2014: Board Action No. 23 approved Cooperative Agreement between the County and the State of California.

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

This project will improve pedestrian safety for County residents and visitors in the Springs Area.

Fiscal Summary - FY 14-15

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

Narrative Explanation of Fiscal Impacts (If Required):

No estimated cost for FY 14-15 as the improvements will not be completed until summer of 2015. The on-going maintenance costs associated with this agreement and resolution will be budgeted in the Road Maintenance and Countywide Street Lighting budgets.

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:

Draft Maintenance Agreement.



County of Sonoma
State of California

Date: October 21, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Certified Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, authorizing the Director of Transportation and Public Works to sign the Agreement for Maintenance of State Highway Improvements in the County of Sonoma for road improvements from Agua Caliente Road to Boyes Boulevard for the State Route 12 Corridor Improvement Project Phase 2, Stage 2 (C08002).

Whereas, the Sonoma County Department of Transportation and Public Works desires to construct roadway improvements on State Route 12 between Agua Caliente Road and Boyes Boulevard and has previously entered into cooperative agreements with the State of California through its transportation agency, Caltrans, to develop such; and

Whereas, project plans for construction have been prepared showing the proposed roadway improvements on State Route 12; and

Whereas, it is the mutual desire of the parties hereto to enter into an Agreement for Maintenance of State Highway Improvements in the County of Sonoma in accordance with the project plans for construction of roadway improvements on State Route 12;

Now, Therefore, Be It Resolved that the Board of Supervisors hereby finds, determines, and declares as follows: that the Board of Supervisors of the County of Sonoma hereby approves this Agreement with the State of California necessary to provide maintenance to the roadway improvements on State Route 12 between Agua Caliente Road and Boyes Boulevard and authorizes the Director of Transportation and Public Works to sign this Agreement upon review and approval by County Counsel.

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: 33
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): Transportation & Public Works

Staff Name and Phone Number:

Susan Klassen, (707) 565-2231

Supervisorial District(s):

Fourth

Title: Sutter Public Bus Shelter and Conduit Easements

Recommended Actions:

Accept the bus shelter easement, and terms therein, offered by Sutter West Bay Hospitals to supplement an existing public sidewalk easement to allow for the installation, maintenance, repair, replacement and operation of a public bus shelter, together with an appurtenant electrical conduit easement.

Executive Summary:

By its Resolution No. 10-0640 passed August 24, 2010, the Board of Supervisors approved the Sutter Medical Center of Santa Rosa/Luther Burbank Memorial Foundation Joint Master Plan Project (PLP05-0002). Per Condition of Approval No. 78(e) (Resolution 10-0640, Exhibit "F") Sutter constructed bus stops on each side of Mark West Springs Road near its main entrance. As required by Condition 76(b), Sutter granted a public sidewalk easement to the County on July 6, 2011, by the deed recorded as Document No. 2011 056837, Official Records of Sonoma County. Further improvement of the stops are not a requirement of Sutter, however, Sutter voluntarily supplied two illuminated shelters valued at approximately \$12,500 each (not including installation). Sutter had the shelters installed in mid-September of this year and they are in use today.

As the existing public sidewalk easement does not include provisions for a shelter or other amenities, Sutter requests the County accept the grant of the bus shelter and electrical conduit easements, subject to the terms and conditions therein, in order to allow for the installation of the added amenities within the sidewalk easement and to further define the County's responsibilities in regard to those amenities.

The shelters are currently served by Sonoma County Transit route 62 which operates between the Windsor Depot, County Airport and downtown Santa Rosa and the route 20 express which operates between Occidental and downtown Santa Rosa. Intercity route 60 (Cloverdale to Santa Rosa), will serve the shelter on the hospital side of Mark West Springs Road beginning Sunday, October 26.

Prior Board Actions:			
Resolution No. 10-0640: Approved the Sutter Medical Center of Santa Rosa/Luther Burbank Memorial Foundation Joint Master Plan Project (August 24, 2010).			
Resolution No. 12-0585: Authorized an agreement with Sutter for payment to County for operating, maintaining and repairing the traffic signal located at the intersection of Mark West Springs Road and the main Sutter Hospital / Wells Fargo Center entrance (December 11, 2012).			
Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
Sutter Medical Center provides a variety of medical services to the public. As part of the development of the project site, Sutter has provided a number of public road improvements that enhance the safety of its patients, staff, and the general public that travels the Mark West Springs Road corridor. Sutter's voluntary donation of the bus shelters further enhances the experience of hospital staff, patients and the general public who travel with Sonoma County Transit to, and from, this location.			
Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 1,000.00		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 1,000.00
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 1,000.00	Total Sources	\$ 1,000.00
Narrative Explanation of Fiscal Impacts (If Required):			
Sonoma County Transit estimates the maximum annual maintenance costs for this style shelter at \$500 each, which includes ongoing cleaning and litter removal, and electrical repairs, and the replacement of glass panels, as necessary.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			

Attachments:

1. Resolution
2. Location Map
3. Photograph of the Sutter shelter

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

Grant of Bus Shelter Easement; Resolution 10-0640; Doc. No. 2011 056837



County of Sonoma
State of California

Date: October 21, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**A Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Authorizing the Chair of the Board of Supervisors to Accept from Sutter West Bay
Hospitals, a Bus Shelter Easement and a Conduit Easement for Appurtenant Shelter
Electrical Facilities.**

Whereas, on August 24, 2010, the Board of Supervisors approved the Sutter Medical Center of Santa Rosa / Luther Burbank Memorial Foundation Joint Master Plan Project (PLP05-0002) by its Resolution No. 10-0640; and

Whereas, per Condition #78(e) (Resolution 10-0640, Exhibit "F") Sutter constructed a bus stop on its frontage with Mark West Springs Road; and

Whereas, Sutter constructed a public sidewalk and dedicated to County a public sidewalk easement over the same road frontage; and

Whereas, Sutter voluntarily supplied and installed bus shelters at two locations on Mark West Springs Road; and

Whereas, Sutter now offers to grant, to County, easements for the bus shelter and appurtenant electrical conduit situated on its property, subject to certain terms and conditions; and

Whereas, the parties have agreed on said terms and conditions and the deed has been executed by the Developer.

Now, Therefore, Be It Resolved that:

1. The foregoing recitals are true and correct and are incorporated herein and form a part of this Resolution;
2. This Board approves the Bus Shelter and Conduit Easements, attached hereto upon the forms, terms and conditions set forth therein. The Chair is hereby

Resolution #

Date:

Page 2

authorized and directed to accept the Bus Shelter Easement and Conduit Easement for and on behalf of the County.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

ONLY ONLY ONLY ONLY ONLY

Sonoma County Transit

SonomaCountyTransit





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 34
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 21, 2014

Vote Requirement: 4/5

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Susan Klassen 707-565-2231

Supervisorial District(s):

Fourth

Title: Charles M. Schulz – Sonoma County Airport Delegation of Authority for Leases/Licenses, Memorandum of Understandings, Operating and Concession Agreements.

Recommended Actions:

Approve and adopt a resolution authorizing the Airport Manager to execute the following agreements for activities upon the Airport: (1) month-to-month leases and/or licenses for Airport property on approved terms; (2) operating agreements for commercial aeronautical activity at the Airport on a month-to-month basis or up to a twelve month term; (3) operational agreements with governmental entities regarding the safe and efficient operation of the Airport not requiring expenditure of County funds; and (4) concession agreements on a month-to-month basis or up to an eighteen-month term for goods and services to be provided at the Airport.

Executive Summary:

The Transportation and Public Works Department Airport Division is requesting the Board of Supervisors adopt a resolution authorizing the Airport Manager to execute certain agreements detailed below.

The Airport Manager has been delegated the authority to sign month-to-month leases, licenses and operating agreements for the use of land and facilities at the Airport since 1995 (Resolution No. 95-0894). The delegated authority has been renewed concurrently with each subsequent fee schedule update relating to operations and the use of property at the Airport up to and including in 2012 (Resolution No. 12-0210). Staff recommends the Board adopt and approve the submitted resolutions in order to reauthorize the execution of lease, license and operator agreements by the Airport Manager, to clarify and confirm the Airport Manager's authority to execute short-term agreements with concessionaires at the Airport, and to authorize the Airport manager to enter into necessary agreements with entities such as the Transportation Security Administration (TSA) and Federal Aviation Administration (FAA) for Airport operations, where such agreements do not require the expenditure of County funds.

1.) Leases/Licenses:

Government Code section 25536 authorizes the Board of Supervisors, upon a 4/5 vote, to execute lease and license agreements for property held for airport purposes without adherence to generally applicable procedural requirements. Staff is recommending the Board re-authorize the Airport Manager to execute month-to-month hangar leases and aircraft tie-down agreements on its behalf at current Board-approved rates and in a form approved by the Board.

There are currently over 350 hangar leases which are generally month-to-month. These agreements offer the general aviation sector dependable storage of their aircraft. Other month-to-month leases allow for use of Airport land to authorized users that do not require a long-term lease. The ability of the Airport Manager to execute these agreements allows for an efficient operation that accommodates the tenants' needs while meeting the Airport's goals. Rates for the leases/licenses are set by resolution of the Board of Supervisors during the annual fee hearing and are currently executed on terms set forth in form agreements on file with the Clerk of the Board for approval. Any long-term leases or otherwise specialized agreements for use of Airport premises will continue to be presented to the Board for approval.

Airport staff, in consultation with County Counsel, is currently revising and updating the form lease agreements for Airport hangar space, as well as the "tie-down" license agreement for short-term outdoor airplane storage, which staff will present to the Board for approval prior to implementing the new forms.

The Transportation and Public Works, General Services and Regional Parks Departments met in April 2014 regarding the delegation of leasing authority associated with various types of County real property under Government Code 25537. At that time the group also discussed the Airport's plan to continue leasing hangars via separate authority under Government Code 25536. Airport staff and counsel continued discussions with the Real Estate Division of General Services about the separate and complimentary use of the proposed reauthorized delegation to the Airport Manager proposed herein and General Services' planned update to the County-wide lease delegation ordinance under Government Code section 25537.

2.) Operating Agreements:

The success of an Airport is congruent with the success of the businesses located on the Airport. Per Section 3-5 of the Sonoma County Code of Ordinances – Chapter 3 – Airport, no commercial enterprise is allowable on Airport property without an agreement with the Airport. Businesses that do not have a ground or building lease are required to have an operating agreement for their activities. Due to the staff time required to review new agreements, an application fee is required of all new and amended operating agreements. Rates are set by resolution of the Board of Supervisors during the annual fee hearing. The ability of the Airport Manager to execute month-to-month and limited-term operating agreements, not to exceed twelve (12) months, allows the Airport to continue offering aeronautical tenants, businesses and visitors quality and efficient aeronautical services while balancing operational needs and increasing Airport revenue.

3.) Operational Agreements with Governmental Agencies:

The Airport Manager is the expert and authority on Airport operations in compliance with FAA and other federal and state regulations. Agreements for the safe and proficient operation of the Airport, such as ground use for equipment placement, permission for regulating agency activities on-site, and the usage of Airport resources for federally required security processes are occasionally required with the FAA and other governmental agencies. Such agreements do not require the expenditure of County funds, but may include payment terms under which the governmental agencies engaged in activities upon the Airport premises reimburse the County for costs associated with such activities. To the extent any payment other than reimbursement to the County is required under such agreements, rates are generally set by resolution of the Board of Supervisors during the annual fee hearing. The ability of the Airport Manager to execute operational agreements with other governmental agencies for which the expenditure of County funds is not required would allow for an efficient accelerated time frame of such agreements.

4.) Concession Agreements:

Airport concessions provide vital revenue for the Airport. Current and potential concessionaires have requested six (6) to eighteen (18) month agreements in order to justify the expense of producing displays. Offering term agreements will encourage concessionaires to continue using the Airport, incentivize new concessions, and reduce staff time required to negotiate and execute concession agreements. The maximum term that would be offered on a limited-term concession agreement would be eighteen (18) months. Examples of the types of concessions that would utilize these limited-term agreements are food and beverage services, advertisers, and other non-lease concessionaires upon the Airport premises. Any such concession agreements would require concessionaires to pay the County market rate for the allowed activities, and that all such activities conform with applicable County, state, and federal requirements, including County advertising policy and all applicable FAA requirements. The ability of the Airport Manager to execute such agreements would allow the Airport to arrange mutual beneficial agreements consistent with the Board approved rates and charges schedule for the Airport. Any concession agreements of greater than 18 months duration will continue to be presented to the Board of Supervisors for approval.

Prior Board Actions:

4/24/12 Resolution No. 12-0120. Board approved delegation to Airport Manager of month-to-month leases, licenses or operating agreements for Airport buildings and premises; 6/14/11 Resolution No. 11-0321. Board approved delegation to Airport Manager for month-to-month leases, licenses or operating agreements for Airport buildings and premises; 6/15/10 Resolution No. 10-0487. Board approved delegation to Airport Manager for month-to-month leases, licenses or operating agreements for Airport buildings subject to monetary per County Code Section 2-172.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

These actions help ensure the continued efficient operation of the Airport which is a significant contributor to the vitality of our local economy.

Fiscal Summary - FY 14-15

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

Narrative Explanation of Fiscal Impacts (If Required):

This is an administrative action only, no direct fiscal impact. If not approved there would be a cost associated with the staff time required to process the additional board agenda items that would be required.

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:

Airport Storeroom Lease; Airport Tiedown Lease; Airport Hangar Lease.



County of Sonoma
State of California

Date: October 21, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution of the Board of Supervisors of the County Of Sonoma, State Of California,
Adopting the Charles M. Schulz – Sonoma County Airport Authorizing the Airport Manager to
Execute Certain Contracts**

Whereas, the Airport Manager has been delegated the authority to execute month-to-month leases, licenses, and operating agreements for Airport buildings and premises annually since 1995; and

Whereas, this Board annually establishes via resolution the rates and charges for the land and facilities at the Charles M. Schulz – Sonoma County Airport (“Rates and Charges Resolution”); and

Whereas, it is in the best interest of the Airport that the Airport Manager be granted the authority to execute month-to-month leases and license agreements for the use of Airport property, short-term operator and concessionaire agreements for business to be conducted at the Airport, and operational agreements with governmental agencies as required for safe and effective Airport operations.

Now, Therefore, Be It Resolved that the Board hereby authorizes the Airport Manager to execute month-to-month lease and license agreements for the use of Airport property at the rates set forth in the applicable Rates and Charges Resolution, and in a form approved by the Board.

Be It Further Resolved that the Airport Manager is hereby authorized to execute concession agreements for goods and services to be provided the Airport, on a month-to-month basis or for a term of not more than 18 months, and in conformance with the applicable Rates and Charges Resolution.

Be It Further Resolved that the Airport Manager is hereby authorized to execute operating agreements for commercial activities to take place upon Airport premises, on a month-to-month basis or for a term of not more than 12 months, and in conformance with the applicable Rates and Charges Resolution.

Resolution #

Date:

Page 2

Be It Further Resolved that the Airport Manager is hereby authorized to execute agreements, in a form approved by County Counsel, with other governmental agencies to allow the activities of such agencies upon Airport premises as needed for the operational and safety needs of the Airport, where no County funds are expended and no interest in real property is transferred.

Be It Further Resolved that this resolution is effective upon its adoption and shall remain in effect until revoked by subsequent action the Board.

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: 35
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 21, 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):

Countywide

Title: Sutter Hospital Employee Transit Pass Program – Sonoma County Transit

Recommended Actions:

Authorize the Chair to execute the agreement with Sutter Santa Rosa Regional Hospital to allow its employees to use their employee identification card as a Sonoma County Transit pass. This agreement requires Sutter Santa Rosa Regional Hospital to reimburse Sonoma County Transit the equivalent of a two-zone adult fare for each employee trip taken.

Executive Summary:

The new Sutter Hospital, located at 30 Mark West Springs Road, will officially open on Saturday, October 25, 2014. The hospital will be served by Sonoma County Transit routes 60 and 62, per revised schedules effective Sunday, October 26.

On selected trips, Route 60 will detour off Old Redwood Highway at Mark West Springs Road and serve a new bus stop/shelter in front of the hospital. Route 60 operates daily between Cloverdale/Healdsburg and downtown Santa Rosa. Route 62 provides service between the Windsor Depot (Town Green), the Sonoma County Airport and downtown Santa Rosa. The Route 62 will share the Route 60 stop when traveling southbound and serve a new stop/shelter across from the hospital when traveling north. Route 62 operates on weekdays only.

In accordance with its County approved Transportation Management Plan, Sutter Santa Rosa Regional Hospital has agreed to provide free Sonoma County Transit passes to its employees. Like the County Employee Transit Program approved by the Board in 2011, Sutter employees will be allowed to use their employee ID card as their Sonoma County Transit pass. Sutter will reimburse Sonoma County Transit the cost of a two-zone adult fare (\$1.85) for each Sutter Employee trip taken. Because the fare per trip paid by Sutter is equal to the average adult fare collected from other riders, this agreement will be budget-neutral.

The initial agreement period is October 26, 2014 through June 30, 2015. The agreement will

automatically renew, on a fiscal year basis, until termination is requested in writing by either party no less than 90 days prior to an upcoming fiscal year.

Prior Board Actions:

12/06/11 - Board approved Memorandum of Understanding allowing County employees to use Sonoma County Transit with their employee identification card.

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

The provision of public transit services assist the County’s goals of providing a safe, healthy and caring community.

Fiscal Summary - FY 14-15

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

Narrative Explanation of Fiscal Impacts (If Required):

The fare per trip to be paid by Sutter is equal to the average adult fare collected from other riders so this action will be budget neutral.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

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

Agreement.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 36
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 21, 2014

Vote Requirement: 4/5

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Susan Klassen 707-565-2231

Supervisorial District(s):

Fourth

Title: LSA Associates, Inc., First Amendment to Agreement for Mitigation Compliance Services

Recommended Actions:

Authorize the Chair to approve and execute the Amendment #1 to the LSA Associates, Inc Agreement increasing the amount by \$72,323 for a total cost of \$884,933 and a term ending December 31, 2015 for mitigation compliance services relating to the Charles M. Schulz – Sonoma County Airport Runway Safety Area Project.

Executive Summary:

The Transportation and Public Works Department- Airport Division is requesting the Board of Supervisors approve and execute Amendment #1 to the LSA Associates, Inc. Agreement for mitigation compliance services related to the Runway Safety Area Project.

On March 11, 2014, the Board approved an agreement with LSA Associates, Inc. in an amount not to exceed \$812,610 for mitigation compliance services related to the Runway Safety Area Project. LSA Associates, Inc. was selected on the basis of its demonstrated competence and professional qualifications.

In connection with the Runway Safety Area Project, the County is required to complete certain riparian and wetland mitigations as part of the permit conditions of the US Army Corps of Engineers and the California Department of Fish and Wildlife. Permit compliance requires the construction of the mitigation site, as well as, the maintenance and monitoring of the site to ensure the viability for ten years.

Under the original agreement, LSA Associates, Inc. is monitoring construction of the riparian sites and ensuring environmental compliance at five sites in connection with the various permits from the US Army Corps of Engineers, the Regional Water Quality Control Board, California Department of Fish and Game, and the United States Fish and Wildlife Service, as well as the requirements set forth in the Environmental Impact Report and the Environmental Assessment.

After the original agreement was executed, the Airport was informed that three additional tasks would need to be performed in order to meet permit requirements.

1. The State Historic Preservation Officer in consultation with the Federal Aviation Administration (FAA) has requested Presence/Absence Cultural Resources Studies of the Brown Farm and Desmond Mitigation Bank off-site mitigation areas.
2. In compliance with the Environmental Impact Report Mitigation Condition 3.4.12, Cultural Resources studies will be required on the Sander Road/Windsor Road parcel to be used for oak planting.
3. A supplemental Biological Assessment of the Sander Road/Windsor Road Parcel is needed for Section 7 Endangered Species Act consultation by the FAA with the United States Fish and Wildlife Service.

This first amendment, in the amount of \$72,323 will add completion of these three tasks to the agreement. The new total for the agreement shall not exceed \$884,933. The original term of agreement through December 31, 2015 remains unchanged with this amendment.

Prior Board Actions:

3/11/14: Board approved agreement with LSA Associates, Inc. for Mitigation Compliance services.

Strategic Plan Alignment Goal 3: Invest in the Future

The action supports the County’s strategic goal of investing in the future by continuing progress on the runway safety area project which will create a well-maintained transportation facility that promotes mobility, connectivity and convenience for the passengers and users of the Airport.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 72,323		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 65,091
	\$	Fees/Other	\$ 7,232
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 72,323	Total Sources	\$ 72,323

Narrative Explanation of Fiscal Impacts (If Required):

The Airport has received a Federal Aviation Administration grant award for 90% of the funding for the mitigations. Airport operating revenues will be used as the local match to the federal grant.

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:			
Amendment.			
Related Items "On File" with the Clerk of the Board:			
Agreement			

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT**

This First Amendment (the "Amendment"), dated as of _____, 2014, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and LSA Associates, Inc, a California Corporation, (hereinafter "Consultant"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement.

RECITALS

WHEREAS, County and Consultant entered into that certain Agreement, dated March 11, 2014 to provide environmental analysis, biology and wetlands consulting, habitat restoration and related services.

WHEREAS, County and Consultant desire to amend the Agreement in order to provide continued services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Sub paragraph 1.1 Consultant's Specified Services, shall be deleted and replaced with Sub-paragraph 1.1 below:

- 1.1 Consultant's Specified Services. Consultant shall perform the services described in Exhibits A and C, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibits A and C and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement shall control.

2. Paragraph 2 Payment, shall be deleted and replaced with Paragraph 2 below:

2. For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budgets set forth in Exhibits A and C, provided, however, that total payments to Consultant shall not exceed \$884,933, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill 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); (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 normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County

Consultant must submit required DBE Sub-contractor Payment Declaration with

every invoice. All amounts paid to the Consultant shall be subject to audit by the county.

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

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

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

4. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

CONSULTANT:

LSA Associates

By: Les Card

Name: Les Card

Title: CEO / Chairman

Date: 10/2/14

COUNTY: COUNTY OF SONOMA

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

By: _____
Department Head

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____

By: _____
Chair
Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of Supervisors



LSA ASSOCIATES, INC.
157 PARK PLACE
PT. RICHMOND, CALIFORNIA 94801

510.236.6810 TEL
510.236.3480 FAX

BERKELEY
CARLSBAD
FORT COLLINS

FRESNO
IRVINE
PALM SPRINGS

RIVERSIDE
ROCKLIN
SAN LUIS OBISPO

September 5, 2014

Mr. Jon Stout
Airport Manager
Charles M. Schulz - Sonoma County Airport
2290 Airport Blvd.
Santa Rosa, CA 95403

Subject: Scope of Services - Contract Amendment for Presence/Absence Cultural Resources Surveys at Brown Farm and Desmond Mitigation Bank; Phase 1 and 2 Cultural Resources Surveys and Biological Assessment at Oak Planting Mitigation Site

Dear Mr. Stout:

As per your request, LSA Associates has prepared the following request for a budget augment to our existing Professional Services Agreement, Amendment F for the Charles M. Schulz - Sonoma County Airport Runway Safety Enhancement Project, dated March 11, 2014. This augment request covers the following additional required services:

1. Conducting Presence/Absence Cultural Resources Studies of the Brown Farm and Desmond Mitigation Bank off-site mitigation areas, as requested by the State Historic Preservation Officer (SHPO) in consultation with the Federal Aviation Administration (FAA).
2. Conducting a Phase I Cultural Resources Study and an optional Presence/Absence Cultural Resources Study at the Sander Road/Windsor Road parcel to be used for oak planting (hereinafter referred to the "Sander Road Site") in compliance with Environmental Impact Report (EIR) Mitigation Condition 3.4.12.
3. Conducting a supplemental Biological Assessment of the Sander Road/Windsor Road parcel as needed for Section 7 Endangered Species Act (ESA) consultation by the FAA with the U.S. Fish and Wildlife Service (USFWS).

SCOPE OF SERVICES

Task 1. Brown Farm and Desmond Mitigation Bank Presence/Absence Cultural Resources Studies

As required under the letter from SHPO to Camille Garibaldi of the FAA dated June 9, 2014 (File No. FAA100315A), LSA will conduct presence/absence subsurface testing within the areas of proposed ground disturbance near archaeological sites CA-SON-970, -1299, and P-49-004616. The purpose of the testing is to determine if any of the resources in the Area of Potential Effect (APE) extend within the areas proposed for ground disturbance as part of identification conducted for Section 106 compliance. The results of the presence/absence testing would be documented in the report currently

being prepared by LSA under the previously authorized Phase I studies for the Brown Farm and Desmond Mitigation Bank areas.

The investigation will specifically consist of hand excavation of shovel test pits (STPs) to identify archaeological deposits. The STPs would be placed between the recorded site boundaries and the APEs to identify the presence/absence of subsurface archaeological deposits and refine the boundary of such deposits, if present. Soil recovered from the units would be screened to identify archaeological materials. If needed based on the results of the investigations, LSA will map a revised site boundary to present the actual extent of archaeological sites in or near the APE. All such mapping will be conducted with sub-meter accurate GPS technology.

A member of the Federated Indians of Graton Rancheria (FIGR) will be retained to provide Native American monitoring services for the duration of the excavations. No archaeological materials will be collected or curated from this investigation; all materials will be returned to the STP from which they were recovered. All work will be conducted under the supervision of a Registered Professional Archaeologist.

Task 1 Assumptions; Limitations:

1. All work conducted as part of this scope would not be sufficient to evaluate the eligibility of the archaeological deposits for inclusion in the National Register of Historic Places. The boundary definition would only be suitable to determine if the No Historic Properties Affected determination originally made by the FAA is supported by field data.
2. Task 1 addresses presence/absence testing only. Should archaeological deposits be found to extend within areas of proposed disturbance, SHPO may require additional study or documentation of the deposits, possibly including formal National Register of Historic Places eligibility evaluations. Such additional studies/documentation would be beyond the scope of services contained herein.

Task 2. Sanders Road Site Phase I Cultural Resources Study

APE Mapping. LSA will define and map the APE for the Sander Road Site. The APE will include all areas potentially affected by work-related activities such as vehicular and pedestrian work area access, as well as staging areas.

Background Research. LSA will conduct an archival records search for the APE at the Northwest Information Center, the regional state repository for resource reports and records for Sonoma County. LSA will also review national, state, and local cultural resource inventories, including the *California Inventory of Historic Resources; Five Views: An Ethnic Sites Survey for California; California Historical Landmarks; California Points of Historical Interest; National Historic Landmarks;* and the Directory of Properties in the Historic Property Data File, which contains the listings of the National Register of Historic Places and the California Register of Historical Resources. Sonoma County inventories will also be reviewed.

Contact with Potentially Interested Parties. LSA will contact those parties who may wish to participate in Section 106 consultation as consulting parties. This will include the Native American Heritage Commission (NAHC) in Sacramento, the Sonoma County Historical Society. Individual Native Americans identified by the NAHC will be contacted by letter and, if necessary, by a follow-

up telephone call. It is anticipated that the Federated Indians of Graton Rancheria (FIGR) will be the federally recognized tribe that will respond to the consultation inquiry.

Field Survey. LSA will also conduct a field survey of the APE to identify cultural resources. The review will encompass all accessible portions of the APE, especially those portions that will be altered by ground-disturbing construction.

Technical Report. LSA will prepare a technical report for the Sander Road Site to document the methods and results of the study, as well as recommendations for additional study that may be needed to address identified resources. The report will contain *preliminary* assessments of the potential eligibility of identified resources for inclusion in the National Register of Historic Places. The report will comply with Section 106 requirements; however, additional investigation may be required based on project review by SHPO staff, as discussed in the optional task below.

Task 3. Sanders Road Site Phase 2 Cultural Resources Studies (Optional task)

If required by under the SHPO consultation with the FAA for the Sanders Road Site, LSA will conduct presence/absence subsurface testing within the areas of proposed ground disturbance near any observed archaeological sites. The purpose of the testing is to determine if any of the resources in the APE extend within the areas proposed for ground disturbance as part of identification conducted for Section 106 compliance. The results of the presence/absence testing would be documented in the report to be prepared by LSA under Task 2.

The investigation will specifically consist of hand excavation of shovel test pits (STPs) to identify archaeological deposits. The STPs would be placed between the recorded site boundaries and the APEs to identify the presence/absence of subsurface archaeological deposits and refine the boundary of such deposits, if present. Soil recovered from the units would be screened to identify archaeological materials. If needed based on the results of the investigations, LSA will map a revised site boundary to present the actual extent of archaeological sites in or near the APE. All such mapping will be conducted with sub-meter accurate GPS technology.

A member of the Federated Indians of Graton Rancheria (FIGR) will be retained to provide Native American monitoring services for the duration of the excavations. No archaeological materials will be collected or curated from this investigation; all materials will be returned to the STP from which they were recovered. All work will be conducted under the supervision of a Registered Professional Archaeologist.

Task 3 Assumptions; Limitations:

1. All work conducted as part of this scope would not be sufficient to evaluate the eligibility of the archaeological deposits for inclusion in the National Register of Historic Places. The boundary definition would only be suitable to determine if the No Historic Properties Affected determination originally made by the FAA is supported by field data.
2. Task 3 addresses presence/absence testing only. Should archaeological deposits be found to extend within areas of proposed disturbance, SHPO may require additional study or documentation of the deposits, possibly including formal National Register of Historic Places eligibility evaluations. Such additional studies/documentation would be beyond the scope of services contained herein.

Task 4: Supplemental Biological Assessment for the Sanders Road Site

As required for possible FAA Section 7 ESA consultation with the USFWS for the Sander Road Site, LSA will prepare a brief Biological Assessment (BA) report of the Sanders Road Site to assess the potential effects (if any) of the oak planting work on federally-listed plant or animal species. The report will serve as a supplement to the existing BA already submitted to the USFWS for the Runway Safety Enhancement Project and will provide sufficient information to allow the FAA to determine if the planting work would have no effect on listed species or if there is a potential for effect and therefore the need for Section 7 consultation. Task 4 will include a field visit by an LSA biologist to map habitat types and determine their potential suitability for federally-listed species, and will summarize previously documented endangered species information applicable to the Sander Road Site contained in the Runway Safety Enhancement Project BA. If any potential effects are identified, avoidance, minimization, and compensatory mitigation measures will be identified consistent with those previously approved by the USFWS for the Runway Safety Enhancement Project.

Task 3 Assumptions; Limitations:

1. The previously completed botanical surveys conducted for the Runway Safety Enhancement Project included the Sanders Road Site. We assume that no additional surveys will be needed.
2. The 2010 Corps-approved delineation map for the Runway Safety Enhancement Project included the Sanders Road Site. We assume that no additional delineation work will be needed and that all planting will be limited to upland areas of the site.

COST ESTIMATE

LSA's estimated cost for labor and expenses for all mandatory tasks is \$57,281 and \$15,042 for the optional task, as summarized below. Attachment 1 provides a detailed budget estimate for all mandatory and optional tasks.

- Task 1. \$46,332.00
- Task 2. \$6,280.00
- Optional Task 3. \$15,042.00
- Task 4. \$4,669.00

SCHEDULE

LSA is prepared to commence work on Task 1, 2 and 4 within 10 days of your verbal authorization to proceed. All work under these tasks will be completed no later than 10 weeks following your authorization unless circumstances beyond our control. Such circumstances include but are not limited to the following:

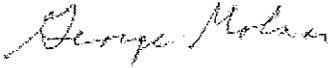
1. The time require for the FAA to obtain APE approval for the Sanders Road Site from SHPO.
2. The availability of a Native American monitor for excavation work under Task 1.
3. If physical site conditions (e.g. flooding) prevent access for field investigations.

Task 3 work will commence within 10 days of the request to proceed following FAA consultation with SHPO and will be completed within 10 weeks thereafter subject to the same potential limitations described above.

Please call me if you have any questions or need any additional details whatsoever.

Sincerely,

LSA ASSOCIATES, INC.

A handwritten signature in cursive script that reads "George Molnar".

George Molnar
Principal

Exhibit B

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

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

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant 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 Consultant currently has no employees, Consultant 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 Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. COUNTY OF SONOMA, ITS OFFICERS, AGENTS, AND EMPLOYEES shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability

arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "F" definition of insured contract in ISO form CG 00 01, or equivalent).

- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that insurance is primary and non-contributory; and
 - iii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall apply to hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance.

5. Standards for Insurance Companies

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

6. Documentation

- a. The Certificate of Insurance must include the following reference: AIRPORT.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:

Sonoma County Department of Transportation & Public Works

Attn: Angela Silvestri
2300 County Center Dr. B-100. Santa Rosa, CA 95403
Angela.silvestri@sonoma-county.org

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

7. Policy Obligations

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

8. Material Breach

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



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 37
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Shirlee Zane, (707) 565-2241

Supervisorial District(s):

Third District

Title: Reappointment

Recommended Actions:

Appoint Vicky Kumpfer to the Art Advisory Committee of Sonoma County, for a period of three years, beginning October 21, 2014 and ending on October 21, 2017.

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	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

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Attachments:

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

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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: 38
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board Of Supervisors

Staff Name and Phone Number:

Supervisor Mike McGuire, 575-3758

Supervisorial District(s):

Fourth District

Title: Appointment

Recommended Actions:

Approve the appointment of Steve Klick to the Windsor Fire Protection Board for a term of four years, the appointment will be as of December 5, 2014 and end December 7, 2018.

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	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

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Attachments:

--

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

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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: 39
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 21, 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

Title: Reappointment

Recommended Actions:

Approve Reappointment of Jim Kokalis to the Monte Rio Fire Protection District for a 4 year term beginning December 5, 2014 through December 7, 2018. (Fifth District)

Executive Summary:

n/a

Prior Board Actions:

n/a

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 14-15

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

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):			
None.			
Attachments:			
None.			
Related Items “On File” with the Clerk of the Board:			
n/a			



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 40
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

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 Louis Ganzler to the Commission on Human Rights to a two year term effective 10/21/2014 (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	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

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

**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 Commission on Human Rights

HAVE YOU EVER ATTENDED A MEETING OF THIS BOARD/COMMISSION/COMMITTEE? YES NO

IF SO, HOW MANY? _____

NAME Louis Ganzler

ADDRESS 2629 Village Side Dr., Santa Rosa, 95405

MAILING ADDRESS _____

HOME PHONE 707 477-4110

CELL PHONE _____

BUSINESS PHONE 707 837-7767 x2224

EMAIL lganzler@gmail.com

HOW MANY YEARS HAVE YOU RESIDED IN SONOMA COUNTY? 32

PRESENT OCCUPATION Teacher

— Windsor A. S. — Gen. Econ. Justice

EDUCATION:		
SCHOOL	MAJOR	GRADUATION DATE/DEGREE
UW Madison	Curriculum & Instruction	2010/Ph.D
UC Irvine	History	1996/B.A.

COMMUNITY SERVICE EXPERIENCE:		
ORGANIZATION	DATES SERVED	POSITION
Rincon Valley PTA	2013-Present	Member
Journal of Ed. Res.	2010	Reviewer

OTHER RELEVANT EXPERIENCE/EXPERTISE:

I have 15 years working with a diverse student body; strong research skills that include gathering data and presenting it to audiences.

WHAT IS YOUR UNDERSTANDING OF THE ROLE AND RESPONSIBILITY OF THIS

BOARD/COMMISSION/COMMITTEE?

I believe that democracy is achieved when less and less bravery is needed by the citizenry in order to attain equality. The commission helps realize a democratic society by casting attention and giving voice to the marginalized.

WHICH ACTIVITIES OF THIS BOARD/COMMISSION/COMMITTEE INTEREST YOU THE MOST?

~~The subcommittee on youth: Having worked with teenagers my entire professional career I believe that is where I could be most useful. I am also very interested in challenging heteronormativity and working for gender and sexual equality.~~

WHICH ACTIVITIES INTEREST YOU THE LEAST?

I find the work that the commission does to be of interest, and so I can not answer this question.

WHAT WOULD BE YOUR GOAL AS A BOARD BOARD/COMMISSION/COMMITTEE MEMBER?

My goal would be to strenghten the connections between the commission and secondary schools in the county.

WHAT DO YOU FEEL YOU COULD CONTRIBUTE TO SEE THESE GOALS REALIZED?

I've worked successfully in creating student run election debates for Sonoma County Supervisor, state senate, and school board. I've organized large scale youth political conventions. I have contacts at almost every high school in Sonoma County.

USE ADDITIONAL PAPER IF NECESSARY

PLEASE LIST TWO LOCAL REFERENCES AND THEIR PHONE NUMBERS:

Marc Elin, Principal Windsor High School 707 480 6488
Marie Ganister, Culinary Instructor WHS, 707 495-5689

Appointees will be required to take an Oath of Office & may be subject to filing an annual Statement of Economic Interest.



SIGNATURE

Sept. 3, 2014

DATE

Applications will be kept on file for two years. All applications are available to the public.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 41
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 21, 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: Appointment of California County Tobacco Securitization Agency Members

Recommended Actions:

Adopt a Resolution appointing the Assistant Treasurer-Tax Collector and Investment Debt Manager as members to the California County Tobacco Securitization Agency, a Joint Powers Authority, to serve at the pleasure of the Board. (Auditor-Controller-Treasurer-Tax Collector)

Executive Summary:

On October 24, 2000, the Sonoma County Board of Supervisors adopted a resolution forming the California County Tobacco Securitization Agency Joint Powers Authority (JPA) and the Sonoma County Securitization Corporation.

Sonoma County partnered with Stanislaus, Merced and Kern Counties to form the California County Tobacco Securitization Agency. This group was created to issue Tobacco Settlement Revenue (TSR) Bonds. They are governed by a set of by-laws and meet once annually to fulfill its obligation. It conducts interim meetings from time to time for the sole purpose of admitting new members. Since that time, several other counties have also joined the Agency. Each county participating in the JPA appointed two members to the JPA Board, to vote on matters of common interest. At that time, the County Auditor-Controller and the Treasurer-Tax Collector were appointed.

On September 26, 2006, the office of Auditor-Controller and Treasurer-Tax Collector were combined into one position with the retirement of Tom Ford, Treasurer-Tax Collector. Therefore, on March 13, 2007 Rob Boitano, Assistant Treasurer and Jonathan Kadlec, Administrative Services Officer I were appointed as the county representatives to the Agency due to their involvement with the Agency in two prior bond issuances by the County and their familiarity with the Agency. In October 2012, due to the retirement of Rob Boitano, the Board appointed the Treasury Manager as the 2nd county representative to fill the vacancy upon Rob's departure.

It is now recommended, with the hiring of an Investment & Debt Manager, that Jonathan Kadlec,

Assistant Treasurer-Tax Collector continue as county representative and Paul Cocking, Investment & Debt Manager also be appointed in lieu of the Treasury Manager. These individuals will continue to serve as representatives until they vacate their positions or other action is taken by the Board.

Prior Board Actions:

October 24, 2000 – approval of formation of JPA; March 13, 2007 & October 16, 2012 – approval of new members to the JPA

Strategic Plan Alignment Goal 3: Invest in the Future

The Agency 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	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

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:

Resolution of the Board of Supervisors appointing members to the California County Tobacco Securitization Agency (JPA)

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



County of Sonoma
State of California

Date: October 21, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Approving The Appointment Of The Members To The California County Tobacco
Securitization Agency Joint Powers Authority**

Whereas, the County has established a California County Tobacco Securitization Agency Joint Powers Authority on October 24, 2000 to exercise powers common to the counties involved and under the law for the purpose of assisting the County to insure and otherwise protect against the risk of a substantial decline in Tobacco Revenues and thus to assure a source of funds from which the County can meet the social needs of its population; and

Whereas, each County in the California County Tobacco Securitization Agency Joint Powers Authority will appoint two members to the Joint Powers Authority Board,

Now, Therefore, Be It Resolved that the, Assistant Treasurer-Tax Collector and the Investment & Debt Manager be hereby appointed as Sonoma County's representatives to the California County Tobacco Securitization Agency Joint Powers Authority

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: 42
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): Human Services

Staff Name and Phone Number:

Sherry Alderman – 707-565-8501

Supervisorial District(s):

County-wide

Title: Restructuring and Appointments to the Youth Council

Recommended Actions:

Restructure the Youth Council to add one new Job Corps seat and appoint Oscar Guajardo and Cleanise Bullard to the Youth Council for a one year term ending October 21, 2015.

Executive Summary:

The Workforce Investment Act (WIA) regulations established that the Sonoma County Workforce Investment Board (WIB) and its Youth Council would serve as policy oversight bodies for its employment and training programs. The law requires that there are specific seats in various categories and that appointments to these bodies be made by local elected officials. In accordance with the established written agreement between the Sonoma County Board of Supervisors and the WIB, the WIB reviews and approves candidates' applications for membership and forwards its recommendations to the Board of Supervisors for final approval and appointment.

The Youth Council, as a committee of the Workforce Investment Board, works to ensure that Sonoma County's youth have the skills and knowledge necessary to succeed in a competitive global workforce. Additionally, the Youth Council uses the resources available through the WIB and its members to create a system of services that emphasizes education, work-readiness and youth development. Members are not appointed by supervisorial district, but on a county-wide basis, and must have a high degree of policymaking and hiring authority within the organizations they represent. In addition, the WIB and Youth Council seek members who have expertise in Sonoma County's important or emerging employment sectors, such as health care, hospitality, and manufacturing.

Requested Actions

Youth Council Restructuring:

This item requests the approval to add one new seat designated for Job Corps representatives. If there is a Job Corps program in the area, the law requires that a seat be designated on the Youth Council for a Job Corps representative. The Job Corps program recently opened a satellite office in Sonoma County,

thus triggering the requirement. This will bring the total number of seats on the Youth Council to 25.

New Appointments to the Youth Council:

Appoint to the Youth Council for a one year term ending October 21, 2015:

<u>Proposed Youth Council Member</u>	<u>Representing</u>
Oscar Guajardo	Education Agencies Serving Youth
Clearnise Bullard	Mandatory Job Corps (new seat on Youth Council)

Oscar Guajardo is the Career & Technical Education Coordinator & Outreach Provider for the Santa Rosa Junior College. He is responsible for curriculum alignment, school articulation and facilitation for the community college. Mr. Guajardo is also responsible for SRJC’s outreach coordination promoting technical careers, soft skill development and work experience opportunities. Prior to working for the Santa Rosa Junior College, he was a student at the college. This experience was the impetus for him to further his education, and complete his Bachelor of Arts degree at Sonoma State. Mr. Guajardo will fill an education seat on the Youth Council.

Clearnise Bullard is the Project Director for Job Corps. Job Corps is mandated by the Department of Labor to establish and build working relationships with WIA partners if they are located in the local service area. For the past six years Job Corps has had no visibility in Sonoma County and is now reestablishing their presence in the community. Ms. Bullard has a long history with Job Corps and has been with the organization providing services to young adults for the past ten years. Ms. Bullard will fill the representative of the Job Corps seat on the Youth Council.

Prior Board Actions:

Youth Council Restructuring:

March 30, 2010: Added one new business seat and one member to increase employer involvement on the Youth Council.

January 12, 2010: Added one new community based organization seat and one member to the Youth Council to ensure access to services for current and former foster youth.

February 24, 2009: Added a second education seat to ensure involvement of both secondary and post-secondary representation on the Youth Council and made various appointments and reappointments to the Youth Council.

Membership:

August 19, 2014: Appointed one member to the Youth Council, reappointed one member to the Youth Council and reappointed seven members to the Workforce Investment Board.

June 10, 2014: Appointed one new member to the Workforce Investment Board, and reappointed one person to both the Workforce Investment Board and the Youth Council.

April 22, 2014: Appointed two members to the Youth Council, reappointed six members to the Workforce Investment Board, and reappointed six members to the Youth Council.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship			
The Workforce Investment Board and its Youth Council make recommendations and participate in workforce development initiatives and programs that are aligned with local employer needs with the goal of building a prepared and trained Sonoma County workforce.			
Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$
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:			
Proposed Youth Council Membership Roster			
Related Items "On File" with the Clerk of the Board:			
None			

Sonoma County Youth Council

Membership as of Tuesday, October 21, 2014

<u>Membership Category</u>	<u># of Seats</u>	<u>Name</u>	<u>Organization</u>
Apprenticeship			
	1	George Steffensen	North Bay Labor Council
	0	<i>Vacant</i>	
Total Seats	1		
Education Agencies Serving Youth			
	1	Dan Blake	Sonoma County Office of Education
	1	Oscar Guajardo	Santa Rosa Junior College
	1	Steven Herrington	Sonoma County Office of Education
	1	Georgia Ioakimedes	Sonoma Office of Education
	1	Stephen Jackson	Sonoma County Office of Education
	1	Catherine Wilson	Sonoma County Junior College District
	0	<i>Vacant</i>	
Total Seats	6		
Former Participant			
	1	Bradley Hellerud	
	0	<i>Vacant</i>	
Total Seats	1		
In-School Youth			
	1	Ram Goli	
	0	<i>Vacant</i>	
Total Seats	1		
Job Corps			
	1	Clearnise Bullard	Job Corps
	0	<i>Vacant</i>	
Total Seats	1		
Non-regulatory seats			
	1	Ron Beiden	Sonoma County Probation Camp
	1	Valerie McKamey	Department of Rehabilitation
	0	<i>Vacant</i>	
Total Seats	2		
Organization that Relates to Youth Activities			
	1	Kellie Noe	Department of Health Services
	0	<i>Vacant</i>	
Total Seats	1		
Out of School Youth			
	1	Matt Martin	Social Advocates for Youth
	0	<i>Vacant</i>	
Total Seats	1		

<u>Membership Category</u>	<u># of Seats</u>	<u>Name</u>	<u>Organization</u>
Parent of Eligible Youth			
	1	Tami Huffman	
	0	<i>Vacant</i>	
Total Seats	1		
Private Sector			
	1	Ed Barr	P & L Specialties
	1	Roy Hurd	Empire College
	1	Scott Kincaid	Facility Development Corp.
	1	Leslie Wolski	Villagio Inn and Spa
	0	<i>Vacant</i>	
Total Seats	4		
Public Housing Authority			
	1	James Hackett	Sonoma County Community Development Commission
	0	<i>Vacant</i>	
Total Seats	1		
WIB Member			
	1	Bill Nordskog	United Way
	0	<i>Vacant</i>	
Total Seats	1		
Youth Community-Based Organizations			
	1	Diana Curtin	Chop's Teen Club
	1	Marilee Eckert	Conservation Corps North Bay
	0	<i>Vacant</i>	
Total Seats	2		
Youth Service Agency - Juvenile Justice			
	1	Jeanne Buckley	Juvenile Justice
	0	<i>Vacant</i>	
Total Seats	1		
Youth Service Agency - Law Enforcement			
	1	Steve Freitas	Sonoma County Sheriff's Department
	0	<i>Vacant</i>	
Total Seats	1		

25 Total Membership

25 Seats Filled

0 Vacancies



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 43
(This Section for use by Clerk of the Board Only.)

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

Board Agenda Date: October 21, 2014

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Sara Press, SCAPOSD, 565-7368
Steve Ehret, SCRP, 565-1107

Supervisory District(s):

First District

Title: Curreri Property Acquisition and Conservation Easement

Recommended Actions:

Approve resolutions of the Board of Supervisors of Sonoma County and the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District taking the necessary actions for the County to acquire the Curreri Property in fee and for the District to concurrently acquire a conservation easement and recreation covenant.

Executive Summary:

Summary

Through the efforts of Sonoma Land Trust's negotiation with the current property owners, the County is proposing to acquire the 28.97-acre Curreri property and simultaneously convey to the Sonoma County Agricultural Preservation and Open Space District (District) a conservation easement and recreation covenant over the property. The District proposes to contribute \$526,500 of the \$1,110,054 purchase price towards the fee acquisition. Sonoma Land Trust (S.L.T.) has secured a \$526,500 grant from the Gordon and Betty Moore Foundation and fundraised for the remainder of the purchase price. Regional Parks intends to expand the adjacent Sonoma Valley Regional Park to include the Curreri property.

Property

The property to be acquired is highly visible, both as the hillside backdrop for the town of Glen Ellen and from Highway 12, which is a General Plan-identified Scenic Corridor. The property has about 100 feet of frontage along Highway 12, with the views from Highway 12 to the top of the near ridgeline. The property is comprised of core oak woodland, grassland, seasonal wetland, and a pond.

The property is a component of the Sonoma Valley Habitat Corridor, which provides crucial habitat linkages between the southern Mayacamas Mountains and Sonoma Mountain. The oak woodlands on the property are extensive, providing continuous habitat and migratory corridors to and from

surrounding lands. Protection of the property will add to the preservation of this functional wildlife corridor of undeveloped land in the Sonoma Valley.

The property is intended to be an addition to the existing adjacent Sonoma Valley Regional Park, expanding the park's area by close to 15 percent. There are existing trails on the Curreri property that wind through the oak woodland and connect to trails on the adjacent Regional Park.

Three neighboring property owners have access easements on the Curreri property's existing trails, for recreational access to Sonoma Valley Regional Park. The easements between the Curreri family and the neighbors will be quitclaimed as part of the acquisition and replaced by a Gate Agreement (on file) between the County and the three neighbors. The Gate Agreement will preserve their existing rights for pedestrian, bicycle, and equestrian access to the property, subject to park hours of operation.

Conservation Easement and Recreation Covenant

The conservation easement will protect the property's natural resources and allow low-intensity public outdoor recreation and education. Development is limited to trails, picnic tables, restrooms, and similar improvements.

The recreation covenant will ensure that the property will be open to the public for low-intensity outdoor public recreation and educational uses in a manner consistent with the Conservation Easement after appropriate planning and maintenance work, no later than October 31, 2016.

Fiscal Oversight Commission Determination

On June 12, 2014, the District's Fiscal Oversight Commission determined that it can be reasonably concluded that the proposed contribution by the District does not exceed fair market value of the conservation easement to be acquired.

Proposed Initial Public Access and Funding Request

Regional Parks plans to conduct a planning process to update the Sonoma Valley Regional Park Master Plan to include the Curreri property and other nearby property previously acquired by the District for Regional Parks. Regional Parks anticipates improving the existing trails on Curreri and potentially transforming the existing road into a sustainable trail. The access road to the Regional Park may be realigned onto a portion of the Curreri property near the entrance.

Regional Parks is requesting \$77,613 from the District for initial public access and operations and maintenance activities for the first three years of property ownership. More specifically, the funds would be spent on:

- Initial Public Access (\$50,000) for master planning, C.E.Q.A. analysis, trail and road improvements, and signage
- Operation and Maintenance (\$27,613) for regular park patrols, routine maintenance and repairs, response to emergencies and maintenance of vegetation to reduce fire risk

Initial Public Access and Operations and Maintenance Fund Status

Per the District's Expenditure Plan, the District is allowed to expend up to 10% of its sales tax revenue held in the Open Space Special Tax Account (O.S.S.T.A.) on initial public access and operations and

maintenance costs (I.P.A. and O. & M.). The current estimated I.P.A. and O. & M. revenues and expenses are as outlined below.

Beginning reserve balance as of June 30, 2014	\$2,254,293
10% of O.S.S.T.A. FY2014-15 budgeted Sales Tax	1,905,120
Estimate of FY 2014-15 District I.P.A., O. & M. expenditures	(750,000)
I.P.A. and O.&M. grants to park partners:	
Lawson transfer (Approved June 10, 2014)	(485,400)
Clover Springs transfer (Approved June 24, 2014)	(313,250)
North Sonoma Mountain transfer (Approved August 19, 2014)	(789,380)
Balance as of September 1, 2014	\$1,821,383

The District anticipates requests for funding for at least another three properties this fiscal year: Fitch Mountain, Mark West and Carrington Ranch. The estimate of FY 2014-15 District I.P.A. and O. & M. expenditures include \$250,000 of potential additional recreational projects and \$500,000 of District O. & M. expenditures on recreational properties still held by the District in fee.

Conformance with Adopted Plans

Sonoma County General Plan

The County’s acquisition of the Curreri property in fee and the District’s acquisition of a conservation easement and recreation covenant are consistent with Sonoma County General Plan 2020 policies. The property fronts onto the General Plan-designated Highway 12 Scenic Corridor and is adjacent to the Sonoma Valley Habitat Connectivity Corridor that is identified in the Sonoma County 2020 General Plan Open Space and Resource Conservation Element. The project supports the following General Plan goals:

- Preserving important biotic resource areas and scenic features with consistent uses and intensities. (LU-10)
- Preserving roadside landscapes that have a high visual quality as they contribute to the living environment of local residents and to the county's tourism economy. (OSRC-3)
- Protecting and enhancing the county’s natural habitats and diverse plant and animal communities. (OSRC-7)
- Establishing a countywide park and trail system that meets future recreational needs of the county’s residents while protecting agricultural uses, with an emphasis on trails near urban areas and on public lands. (OSRC-17)

District Acquisition Plan: Connecting Communities and the Land

The District’s acquisition of a conservation easement and recreation covenant furthers several objectives and policies in the District's acquisition plan, including:

- Greenbelts and Scenic Hillside: Protecting scenic lands that are visible from highly traveled roads and highways, and that contribute to the county's rural character and sense of place.
- Water, Wildlife, and Natural Areas: Protecting lands with diverse plant communities that support multiple wildlife species; lands with large, unfragmented oak woodland and forest areas; and key habitat linkages.
- Recreation and Education: Working with partners to establish and expand parks and preserves that protect Sonoma County's unique natural habitats, scenic areas, and other open space values of regional importance; and to acquire, develop, and manage lands for new parks, multi-use

trails, and preserves.

California Environmental Quality Act

The County's acquisition of the Curreri property in fee, and the District's contribution toward that acquisition and its acceptance of a conservation easement and recreation covenant over the property (collectively, the "Project") are categorically exempt from C.E.Q.A. on several grounds. The purpose of the Project is to preserve fish and wildlife habitat and to preserve the land in its natural condition (see C.E.Q.A. Guidelines Sections 15313(a) and (c)). In addition, the Project is exempt because the purpose of the Project is to transfer ownership of land in order to create parks where a management plan has not been prepared (see C.E.Q.A. Guidelines Section 15316(a)); to maintain the open space character of the property (see C.E.Q.A. Guidelines Section 15317); and to preserve and restore the natural conditions and to preserve lands for park purposes (C.E.Q.A. Guidelines Sections 15325 (a), (c), and (f)).

The District's grant of funds for operation and maintenance activities is categorically exempt from C.E.Q.A. pursuant to 14 California Code of Regulations sections 15301 (existing facilities), 15302 (replacement or reconstruction), 15304 (minor alterations to the land), 15306 (information collection) and 15311 (accessory structures). Capital improvements for the property have not yet been determined and will be subject to C.E.Q.A. analysis prior to any District funding. The District's reservation of such funding in connection with the transfer of the property is thus exempt from C.E.Q.A. pursuant to 14 California Code of Regulations section 15316(a) (transfer of ownership of land in order to create parks when a management plan has not been prepared).

Recommendation

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

1. authorizing and directing the General Manager to execute a funding agreement with Regional Parks; and
2. authorizing and directing the President to execute a conservation easement and a recreation covenant over the property; and
3. authorizing the execution of certificates of acceptance; and
4. authorizing certain funding for initial public access and operations and maintenance; and
5. determining that the acquisition of the conservation easement and recreation covenant is consistent with the 2020 Sonoma County General Plan; and
6. directing the recordation of the acquisition documents; and
7. directing the filing of a notice of exemption in compliance with the California Environmental Quality Act; and
8. authorizing all other actions necessary to establish a permanent conservation easement and recreation covenant over the property.

Approve resolution of the Board of Supervisors of Sonoma County:

1. authorizing and directing the Director of Regional Parks to execute a funding agreement with the District; and
2. accepting the fee title to the Curreri property; and
3. authorizing the execution of a certificate of acceptance; and
4. authorizing and directing the Chair to execute a conservation easement and a recreation

- covenant; and
- 5. directing recordation of the acquisition documents; and
- 6. directing the filing of a notice of exemption in compliance with the California Environmental Quality Act; and
- 7. authorizing all other actions necessary to establish a permanent conservation easement and recreation covenant over the property.

Prior Board Actions:

On October 21, 2014, the Board of Supervisors approved a lot line adjustment, General Plan amendment and rezone on the property to create a 28.97-acre parcel.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Approval of the acquisition will protect a critical wildlife habitat corridor and allow expansion of a regional park, providing additional recreational and educational opportunities for county residents and visitors.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 552,371		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 552,371
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 552,371	Total Sources	\$ 552,371

Narrative Explanation of Fiscal Impacts (If Required):

The appropriation amount of \$77,613 for initial public access and operation and maintenance is shown for F.Y. 14-15 at one-third of the three-year agreement (\$25,871). The total expenditure will be over F.Y. 14-15, 15-16 and 16-17 and will be eligible for I.P.A and O. & M. classification. Including the purchase price of \$526,500, the total cost for F.Y. 14-15 is \$552,371. The remainder of the purchase price is funded by grants to Sonoma Land Trust.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

1. Resolution of SCAPOSD Board of Directors
2. Resolution of County of Sonoma Board of Supervisors
3. General Plan 2020 Location Map
4. Project Structure Map
5. Grant Deed
6. Conservation Easement
7. Recreation Covenant
8. Funding Agreement
9. Initial Public Access and Operation & Maintenance Funding
10. Certificate of Acceptance (County) – Fee Title
11. Certificate of Acceptance (District) – Conservation Easement
12. Certificate of Acceptance (District) – Recreation Covenant
13. Notice of Exemption (Regional Parks)
14. Notice of Exemption (District)

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

1. Gate Agreement

Date: October 21, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, County of Sonoma, State of California, Authorizing and Directing the General Manager to Execute a Funding Agreement; Approving the Acquisition of a Conservation Easement and a Recreation Covenant over the Curreri Property for an amount not to exceed \$526,500; Authorizing and Directing the President to Execute the Conservation Easement and Recreation Covenant and associated Certificates of Acceptance; Authorizing Certain Funding; Determining that the Acquisitions are Consistent with the 2020 Sonoma County General Plan and the District's Expenditure Plan; Directing the Recordation of Documents and the Filing of a Notice of Exemption under the California Environmental Quality Act; and Authorizing All Other Actions Necessary to Complete the Transaction. (4/5 Vote Required.)

Whereas, the District's General Manager has negotiated and is now recommending the purchase of a conservation easement and recreation covenant from County of Sonoma, over property located near Glen Ellen, CA, (APN 054-270-034), totaling approximately 28.97 acres ("the Property"); and

Whereas, in addition, the District's General Manager is recommending an allocation of funds for use by the County of Sonoma of up to a total of \$77,613 for reimbursement of the County's costs of providing initial public access, operations and maintenance of the Property for a period of three years; and

Whereas, the acquisition and funding fulfills policies of the District's acquisition plan, Connecting Communities and the Land in three categories: Greenbelts and Scenic Hillides; Water, Wildlife and Natural Areas; and Recreation and Education, including to protect scenic lands that are visible from highly-traveled roads and highways and that contribute to the county's rural character and sense of place; lands with diverse plant communities that support multiple wildlife species; lands with large, unfragmented oak woodland and forest areas; and key habitat linkages; and to partner to expand parks and preserves that protect the county's unique natural habitats, scenic areas, and other open space values of regional importance; and to acquire, develop and manage lands for new parks, multi-use trails, and preserves.

Whereas, that by its Resolution No. 2014-011 dated June 12, 2014, the Sonoma County Open Space Fiscal Oversight Commission determined that the proposed payment does not exceed fair market value for the acquisition of the conservation easement;

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

1. *Truth of Recitals.* That the foregoing recitations are true and correct.
2. *General Plan Consistency.* That the acquisition of the conservation easement and recreation covenant and the funding for initial public access and operations and maintenance (collectively "the Project") furthers goals in the 2020 Sonoma County General Plan. The Property fronts onto the General Plan-designated Highway 12 Scenic Corridor and is a component of the Sonoma Valley Habitat Connectivity Corridor, identified in the Sonoma County 2020 General Plan Open Space and Resource Conservation Element. The Project supports goals in the Land Use and Open Space and Resource Conservation Elements, including to preserve important biotic resource areas and scenic features with consistent uses and intensities; preserve roadside landscapes that have a high visual quality as they contribute to the living environment of local residents and to the county's tourism economy; protect and enhance the county's natural habitats and diverse plant and animal communities; and establish a countywide park and trail system that meets future recreational needs of the county's residents.
3. *Expenditure Plan Consistency.* That the Project is consistent with the Expenditure Plan approved by the voters of Sonoma County in 2006 in Measure F.
4. *Funding Agreement.* That the District's General Manager is authorized to execute the Funding Agreement by and between the County of Sonoma and the District.
5. *Authority to Sign Contracts.* That the President is authorized and directed to execute, on behalf of the District those certain agreements entitled "Deed and Agreement By and Between the County of Sonoma and the Sonoma County Agricultural Preservation and Open Space District Conveying a Conservation Easement and Assigning Development Rights" (Conservation Easement) and "Curreri Addition to Sonoma Valley Regional Park Recreation Conservation Covenant" (Recreation Covenant), together with the certificates of acceptance required by Government Code Section 27281.

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

7. *Payment of Purchase Price and Costs of Escrow.* That at the request of the General Manager, the County Auditor draw a warrant or warrants against available funds in the County's Open Space Special Tax Account in an amount not to exceed \$526,500 payable to North Coast Title Company (Escrow No. 00102421-001) for the proposed acquisition, and in such other amounts necessary for associated transactional costs requested by the General Manager.

8. *Authorization for Recordation.* That the General Manager is authorized and directed to forthwith record with the Sonoma County Recorder the following documents in the following order: a) Grant Deed and County certificate of acceptance; then b) Conservation Easement and District certificate of acceptance; then c) Recreation Covenant and District certificate of acceptance; and to deliver conformed copies of these documents, bearing evidence of recording, to the Clerk of the Board of Supervisors.

9. *Dedication.* That the conservation easement to be acquired by the District is hereby dedicated to open space purposes pursuant to Public Resources Code Section 5540.

10. *Funding for Initial Public Access, Operations and Maintenance.* That, after recordation of the conservation easement and recreation covenant, and at the request of the General Manager, the County Auditor shall draw a warrant or warrants against available funds in the County's Open Space Special Tax Account in amounts not to exceed a total of \$77,613 over a period of three years for reimbursement to the County for its costs of providing initial public access and operation and maintenance of the Property, in accordance with the terms of the Funding Agreement.

11. *California Environmental Quality Act.* That the Project authorized by this resolution is exempt from the requirements of the California Environmental Quality Act (Public Resources Code Sections 21000 and following) pursuant to Section 15313(a) and (c) of Title 14 of the California Administrative Code because the purpose of the acquisition is to preserve fish and wildlife habitat and to preserve public access to land in its natural condition; alternatively is exempt pursuant to Section 15316(a) of Title 14 of the California Code of Regulations because the purpose of the project is to transfer ownership of land in order to establish a park where the land is in a natural condition and the management

plan for the park has not been prepared; alternatively is exempt pursuant to Section 15317 of Title 14 of the California Code of Regulations because the purpose of the acquisition is to maintain the open space character of the area; and alternatively is exempt pursuant to Section 15325(a), (c) and (f) of Title 14 of the California Code of Regulations because the purpose of the acquisition is to preserve and restore the existing natural conditions, allow for restoration of natural conditions, and to preserve lands for park purposes, respectively. To the extent that the project includes authorization for funding for costs of operations and maintenance of the Property, it is exempt pursuant to Section 15301 of Title 14 of the California Code of Regulations to the extent that it provides for repair and maintenance of existing facilities; and alternatively is exempt pursuant to Section 15302 of Title 14 of the California Code of Regulations to the extent that it provides for replacement or reconstruction of existing structures and facilities; and alternatively is exempt pursuant to Section 15304 of Title 14 of the California Code of Regulations to the extent that it provides for minor alterations to land; and alternatively is exempt pursuant to Section 15306 of Title 14 of the California Code of Regulations to the extent that it provides for resource evaluation activities; and alternatively is exempt pursuant to Section 15311 of Title 14 of the California Code of Regulations to the extent that it provides for construction or replacement of accessory structures in an open space preserve designed for public use.

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

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

Supervisors:

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

So Ordered.



County of Sonoma
State of California

Date: October 21, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing And Directing Regional Parks' Director To Execute A Funding Agreement; Approving Acquisition Of Fee Title To The Curreri Property; Authorizing Execution Of A Certificate Of Acceptance; Authorizing And Directing The Chairman To Execute A Conservation Easement And A Recreation Covenant; Directing the Recordation Of Documents; Directing The Filing Of A Notice Of Exemption; And Authorizing All Other Actions Necessary To Complete The Transaction. (4/5 Vote Required.)

Whereas, the Sonoma Land Trust (SLT) owns approximately 28.97 acres of land located in Glen Ellen near the city of Sonoma (APN: 054-270-034 – portion), known as the Curreri property (“the Property”); and

Whereas, Regional Parks’ Director has negotiated and is recommending accepting fee title interest in the Property from the SLT as an expansion to Sonoma Valley Regional Park and preserving trail access rights for three neighboring property owners with a Gate Agreement; and,

Whereas, Regional Parks’ Director has negotiated and is recommending conveyance of a conservation easement and a recreation covenant to the Sonoma County Agricultural Preservation and Open Space District (District); and

Whereas, Regional Parks’ Director has requested funding from the District of up to a total of \$77,613 for reimbursement of the County’s costs of providing initial public access, operations and maintenance of the Property for a period of three years; and

Whereas, the acquisition of fee title and the conveyance of a conservation easement and recreation covenant over the Property (“the Project”) fulfills a goal of Sonoma County and Regional Parks to protect the property’s natural resources, provide an addition to the existing adjacent Sonoma Valley Regional Park, and allow low-intensity public outdoor recreation and education.

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

1. Truth of Recitals. That the foregoing recitations are true and correct.
2. Funding Agreement. That the Regional Parks' Director is authorized and directed to execute the Funding Agreement by and between the County of Sonoma and the District.
3. Authority to Execute Certificate of Acceptance. That the Chairman is authorized and directed to execute, on behalf of the County of Sonoma, a certificate of acceptance of fee title in the Property pursuant to Government Code Section 27281.
4. Authority to Sign Contracts. That the Chairman is authorized and directed to execute, on behalf of the County of Sonoma those certain agreements entitled "Deed and Agreement by and between the County of Sonoma and the Sonoma County Agricultural Preservation and Open Space District Conveying a Conservation Easement and Assigning Development Rights" (Conservation Easement), "Curreri Addition to Sonoma Valley Regional Park Recreation Conservation Covenant" (Recreation Covenant), and Gate Access Agreements.
5. Closing Documents. That the Regional Parks' Director is authorized to make any technical, non-substantive changes in the Conservation Easement, Recreation Covenant, Funding Agreement, and other closing documents prior to recordation with the prior approval of the County Counsel. The Regional Parks' Director is further authorized to execute any other documents necessary to complete this transaction as described.
6. Authorization for Recordation. That the District's General Manager is authorized and directed to forthwith record with the Sonoma County Recorder the following documents in the following order: a) Grant Deed and County certificate of acceptance; then b) Conservation Easement and District certificate of acceptance; then c) Recreation Covenant and District certificate of acceptance; and to deliver conformed copies of these documents, bearing evidence of recording, to the Clerk of the Board of Supervisors.
7. California Environmental Quality Act. That the project authorized by this resolution consists of acquisition of fee title to the 28.97 acre Curreri property and the conveyance of a conservation easement and recreation covenant to the District. The project consists of the acquisition of property, management and operation of existing trail facilities. The County has not prepared a comprehensive Management Plan for the property and therefore, the property will remain in its current natural condition until such time that the County has prepared a management plan and has completed CEQA compliance for future park development. Until that time, the County will manage the existing facilities and the

surrounding property will remain in its natural condition until appropriate CEQA analysis and master plan is completed. The County may replace or reconstruct existing structures, provide minor fuel management and debris removal, limited habitat restoration, and provide for interim public use to acquaint the public with the property. The project will not result in the removal healthy, mature, scenic trees, and will not result in cumulative impacts or significant effects to scenic or historical resources. The project area is not located on a site that is included on the lists compiled pursuant to §65962.5 of the Government Code. The acquisition will not affect any wetland, officially designated scenic area, or officially mapped area of severe geologic hazard. In light of the foregoing, the project is exempt from CEQA pursuant to Title 14 of the California Code of Regulations, sections 15004, 15301, 15302, 15304, 15306, 15311, and 15316.

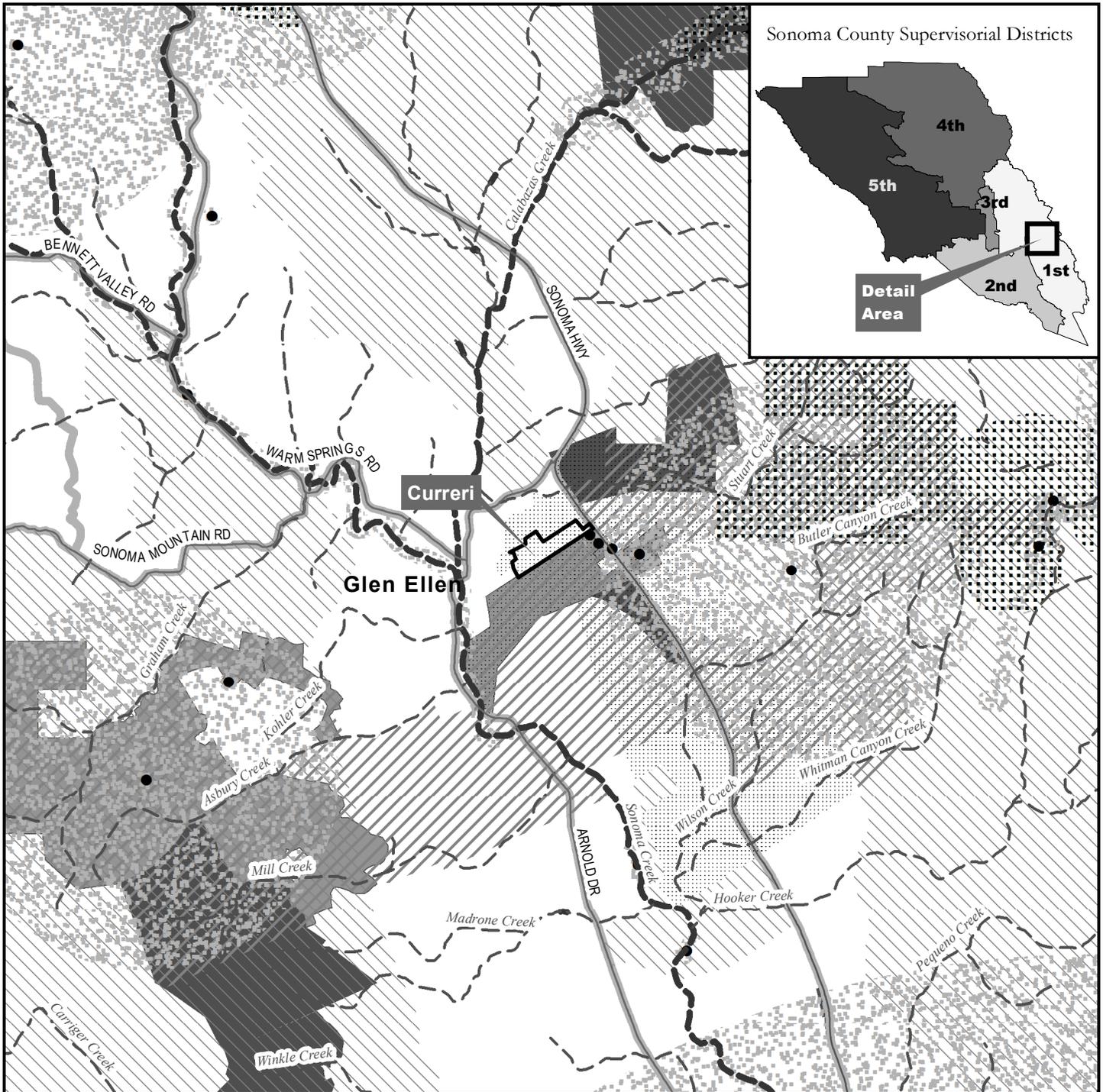
8. Notice of Exemption. That, immediately upon the adoption of this resolution, the Regional Parks' Director is directed to post and to maintain the posting of a notice of exemption pursuant to Public Resources Code 21152.

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

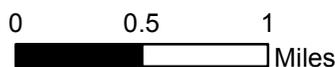
Supervisors:

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

So Ordered.



Curreri Conservation Easement LOCATION / GENERAL PLAN MAP



Map Date: 9/25/2014
Sources: Sonoma County GIS Group;
Sonoma County General Plan 2020,
Open Space and Resource
Conservation Element.
Note: This map is for illustrative
purposes only. It is not intended to be
a definitive property description.



Open Space and Resource Conservation Element

SCENIC RESOURCES

- Community Separator *
- Scenic Landscape Unit
- Scenic Corridor

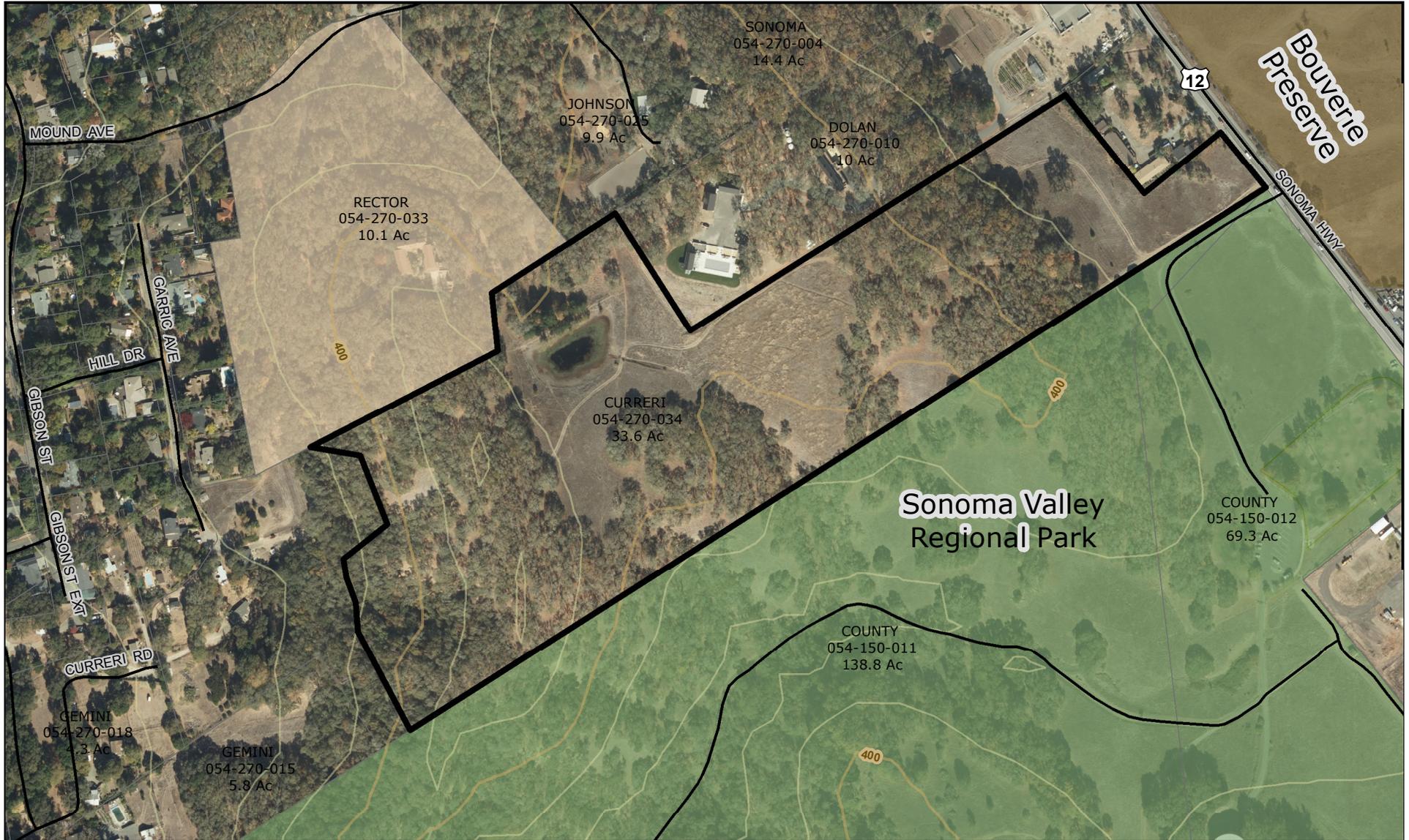
OUTDOOR RECREATION

- Planned Future Park †
- Curreri Property
- Incorporated City Land †
- District Holding
- Public Land

BIOTIC RESOURCES

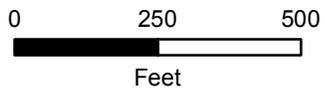
- Special Status Species
- Special Status Species Habitat *
- Marshes and Wetlands
- Sensitive Natural Communities
- Habitat Connectivity Corridor
- Riparian Corridor (Intermittent)
- Riparian Corridor (Perennial)

* Over Curreri Property
† Not on this map



SONOMA COUNTY
AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT

Curreri Project Structure Map



-  40-foot Contours
-  Public Fee Title
-  Curreri CE
-  Private Conservation Organization Fee Title
-  Assessor Parcel
-  Open Space Easement



Map Date: 9/25/2014
Sources: County GIS (parcels, roads);
NASA/UMD/WSI 2013 (image)
This map is for illustrative purposes only and is not
intended to be a definitive property description.

RECORDING REQUESTED BY

North Coast Title Co.

WHEN RECORDED MAIL TO AND MAIL TAX STATEMENTS TO:

**THE SONOMA COUNTY REGIONAL PARKS DEPARTMENT
2300 COUNTY CENTER DRIVE, #120A
SANTA ROSA, CA 95403**

ORDER NO.: 00102421-001-JES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) Documentary Transfer Tax is \$0.00 – Deed to Public Agency

- unincorporated area
- the City of Glen Ellen

- computed on full value of interest or property conveyed, or
- full value less value of liens or encumbrances remaining at the time of sale

Parcel No. 054-270-034 (ptn)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Paul Norman Curreri and Yvette N. Curreri, husband and wife as joint tenants
hereby GRANT(s) to

County of Sonoma, a political subdivision of the State of California

the following real property in the unincorporated area County of Sonoma, State of California:

As described in Exhibit "A", a 28.97 acre portion of A. P. No. 054-270-034, established through a Lot Line Adjustment and General Plan Amendment approved by the Sonoma County Planning Commission on September 25, 2014 through Resolution 14-018, and approved by the Sonoma County Board of Supervisors through Resolution _____ on October 14, 2014 for transfer to the existing Sonoma Valley Regional Park owned by Sonoma County (A. P. No's 054-150-011 & 012)

Dated: October 16, 2014

Paul Norman Curreri

Yvette N. Curreri

STATE OF CALIFORNIA }
COUNTY OF Sonoma } SS:

On _____ before me,

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT 'A'
LOT LINE ADJUSTMENT LEGAL DESCRIPTION

Lying within the County of Sonoma, State of California, being a portion of the lands of Paul Norman Curreri and Yvette N. Curreri as described by Grant Deed filed as Document Number 2005-026605, Sonoma County Records, said portion being more particularly described as follows:

All said lands of Curreri lying northerly and easterly of the following described line:

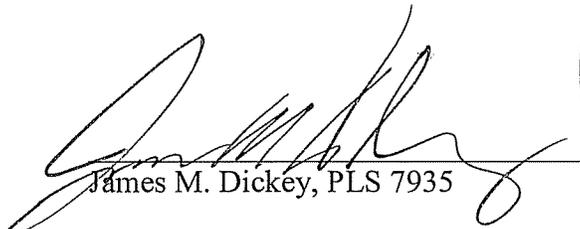
COMMENCING at the most easterly corner of said lands of Curreri, said point being on the westerly right of way of State Highway 12; thence along the southeasterly boundary of said Lands of Curreri, South 56°55'17" West 2462.12 feet to a point being marked by a set 1/2 inch iron pipe tagged PLS 7935, said point being the POINT OF BEGINNING of the line described herein; thence leaving said southeasterly boundary, North 27°54'01" West 286.16 feet to a set 1/2 inch iron pipe tagged PLS 7935; thence North 04°42'50" West 69.49 feet to a set 1/2 inch iron pipe tagged PLS 7935; thence North 20°12'27" West 64.27 feet to a set 1/2 inch iron pipe tagged PLS 7935; thence North 07°09'27" West 45.43 feet to a set 1/2 inch iron pipe tagged PLS 7935; thence North 51°39'14" East 132.36 feet to a set 1/2 inch iron pipe tagged PLS 7935; thence North 21°37'32" West 175.00 feet to a set 1/2 inch iron pipe tagged PLS 7935; thence North 81°03'41" West 116.14 feet to a point on the northwesterly boundary of said lands of Curreri, said point being marked by a set 1/2 inch iron pipe tagged PLS 7935 and also being the TERMINUS of the line described herein.

Containing 28.97 acres more or less.

Basis of Bearings: That certain Amended Record of Survey filed in Book 745 of Maps at Page 23, Sonoma County Records.

This Lot Line Adjustment and all set pipes referenced herein will be shown on a Record of Survey to be filed with the County Surveyor of Sonoma County per California State law.

Prepared by Cinquini & Passarino, Inc.

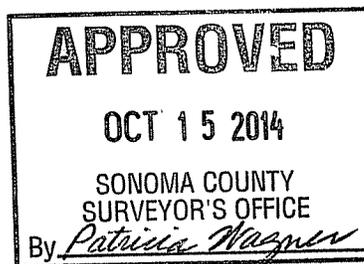

James M. Dickey, PLS 7935



10/15/2014
Date

DEPARTMENT OF PERMIT AND RESOURCE MANAGEMENT REQUIRED NOTE:

The purpose of this deed is for a Lot Line Adjustment for the combination of a portion of the Lands of Paul Norman Curreri and Yvette N. Curreri, as described by deed recorded under Document No. 2005-026605, Sonoma County Records, APN 054-270-034, with the Lands of County of Sonoma, as described by deed recorded in Book 3456 of Official Records at Page 474, Sonoma County Records, APN 054-150-011 and 012. This deed is pursuant to PLP14-0043 on file in the office of the Sonoma County Permit and Resource Management Department. It is the express intent of the signators hereto that the recordation of this deed extinguishes any underlying parcels or portions of parcels.



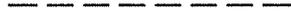
STATE HIGHWAY 12

EXHIBIT 'B'

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT EFFECT THE LEGAL DESCRIPTION.

POINT OF COMMENCEMENT

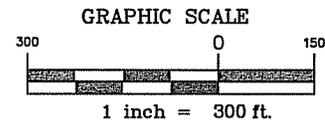
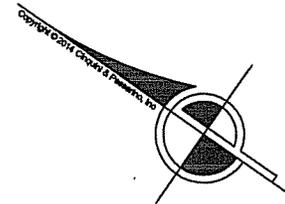
LEGEND

-  SUBJECT PROPERTY BOUNDARY
-  ADJUSTED BOUNDARY LINE
-  EXTINGUISHED BOUNDARY LINE
-  ADJOINER'S PROPERTY BOUNDARY
-  SET 1/2" IRON PIPE TAGGED PLS 7935
- DN DOCUMENT NUMBER
- O.R. OFFICIAL RECORDS
- APN ASSESSOR PARCEL NUMBER

LINE TABLE		
LINE	BEARING	LENGTH
L1	N27°54'01"W	286.16'
L2	N04°42'50"W	69.49'
L3	N20°12'27"W	64.27'
L4	N07°09'27"W	45.43'
L5	N51°39'14"E	132.36'
L6	N21°37'32"W	175.00'
L7	N81°03'41"W	116.14'

LANDS TO BE TRANSFERRED FROM CURRERI TO COUNTY OF SONOMA

COUNTY OF SONOMA
3456 O.R. 474
APN 054-150-011 & 012



POINT OF TERMINUS

LANDS OF CURRERI
D.N. 2005-026605
APN 054-270-034

POINT OF BEGINNING

CINQUINI & PASSARINO, INC. LAND SURVEYING

- △ BOUNDARY
- △ TOPOGRAPHIC
- △ CONSTRUCTION
- △ SUBDIVISIONS

1360 No. Dutton Ave.
Santa Rosa, Ca. 95401
Phone: (707) 542-6268
Fax: (707) 542-2106

WWW.CINQUINIPASSARINO.COM

JOB NAME: CURRERI LOT LINE ADJUSTMENT

DRAWN BY: MDD

CHECKED BY: JMD

DESCRIPTION: LEGAL DESCRIPTION, EXHIBIT 'B'

SCALE: 1" = 300'

DATE: 10/3/2014

JOB #: 6851-14

SHEET: 1 OF 1

RECORDING REQUESTED BY AND RETURN TO:

Clerk of the Board of Directors
Sonoma County Agricultural
Preservation and Open Space District
575 Administration Drive, Room 102A
Santa Rosa, CA 95403

Free recording per Government Code 6103

DEED AND AGREEMENT
BY AND BETWEEN
THE COUNTY OF SONOMA
AND
THE SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT
CONVEYING A CONSERVATION EASEMENT
AND
ASSIGNING DEVELOPMENT RIGHTS

THE COUNTY OF SONOMA ("GRANTOR") and the Sonoma County Agricultural Preservation and Open Space District, a public agency formed pursuant to the provisions of Public Resources Code sections 5500 et seq. ("DISTRICT"), agree as follows:

RECITALS

- A. GRANTOR is the owner in fee simple of that certain real property located in Sonoma County and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference ("the Property").
- B. In 1990 the voters of Sonoma County approved the creation of DISTRICT and the imposition of a transactions and use tax by the Sonoma County Open Space Authority ("the Authority"). The purpose for the creation of DISTRICT and the imposition of the tax by the Authority was to provide for the preservation of agriculture and open space through the acquisition of interests in appropriate properties from willing sellers. The DISTRICT was created and the tax imposed in order to further the state policy for the preservation of agricultural and open space lands, to meet the mandatory requirements imposed on the County and each of its cities by Government Code sections 65560 et seq., and to advance the implementation of the open space elements of their respective general plans. In order to accomplish those purposes, DISTRICT and the Authority entered into a contract whereby, in consideration of the Authority's financing of DISTRICT's acquisitions, DISTRICT agreed to and did adopt an acquisition program that was in conformance with the Authority's voter approved Expenditure Plan. In 2006, the voters of Sonoma County approved an extension of the transaction and use tax, a transfer of the taxing authority to the County of Sonoma, and an update of the Expenditure Plan. The DISTRICT's acquisition program remains in full compliance with that updated voter-approved Expenditure Plan.

C. On _____, DISTRICT's Board of Directors, pursuant to Government Code section 65402 and Sonoma County Ordinance No. 5180, determined, by its Resolution No. _____, that the acquisition of a conservation easement in the Property was consistent with the Sonoma County General Plan (specifically the Plan's Land Use and Open Space and Resource Conservation Elements) because it preserves important biotic resource areas and scenic features with consistent uses and intensities; preserves roadside landscapes that have a high visual quality as they contribute to the living environment of local residents and to the county's tourism economy; protects and enhances the county's natural habitats and diverse plant and animal communities; and contributes to the establishment of a countywide park and trail system that meets future recreational needs of the county's residents. By that same resolution, the DISTRICT's Board of Directors determined that the acquisition of the conservation easement is consistent with the voter-approved Expenditure Plan.

D. DISTRICT has the authority to acquire conservation easements by virtue of Public Resources Code section 5540 and possesses the ability and intent to enforce the terms of this Easement.

THEREFORE, in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions herein set forth and other valuable consideration receipt of which is hereby acknowledged, GRANTOR and DISTRICT agree as follows:

EASEMENT

PART ONE: GRANT OF EASEMENT

1. Grant and Acceptance of Conservation Easement and Assignment of Development Rights. Pursuant to the common and statutory law of the State of California including the provisions of Civil Code sections 815 to 816, inclusive, GRANTOR hereby grants to DISTRICT and DISTRICT accepts a conservation easement over the Property in perpetuity under the terms and conditions set forth herein ("the Easement"). GRANTOR hereby irrevocably assigns to DISTRICT all development rights associated with the Property, except those rights which are specifically reserved by GRANTOR through this Easement.

2. Conservation Values. The Property is located between the town of Glen Ellen and Highway 12 in the Sonoma Valley. Critical resources on the Property (collectively "the Conservation Values"), include scenic and open space resources, natural resources and connectivity, and recreational and educational resources. These include, but are not limited to the following:

2.1 Scenic and Open Space Resources. The Property is highly visible, both as the hillside backdrop for the town of Glen Ellen and from Highway 12, which is a General Plan-identified Scenic Corridor. The Property has about 100 feet of frontage along Highway 12, with the views of the Property from Highway 12 rising to the top of the near ridgeline. The Property is within a General-Plan identified Scenic Resource area, a District-identified Scenic Hillside, and is located adjacent to the General Plan-identified Glen Ellen/Agua Caliente Community Separator, which was established to provide rural open space to separate cities and other communities, to contain urban development, and to provide city and community identity by

providing visual relief from continuous urbanization. The adjacency of the property to other public and protected land provides added benefit to the scenic and open space resources.

2.2 Natural Resources and Connectivity. The Property provides crucial connectivity and wildlife passage between core blocks of habitat in the southern Mayacamas Mountains and Sonoma Mountain. The Property is adjacent to the Sonoma Valley Habitat Connectivity Corridor that is identified in the Sonoma County 2020 General Plan Open Space and Resource Conservation Element, and is identified in the Bay Area Critical Linkages Project and the Sonoma Valley Wildlife Corridor Project administered by the Sonoma Land Trust. Protection of the Property is important to the continued existence of wildlife in the region, and will add to the preservation of this regionally-significant wildlife corridor in the Sonoma Valley.

The Property is comprised of oak woodlands, grasslands, seasonal wetlands, and a pond. The oak woodlands on the Property are extensive and provide continuous habitat with adjoining properties, providing wildlife movement corridors to and from surrounding lands. The structurally-diverse woodland supports diverse wildlife communities. A pond at the Property's upper elevations provides habitat for a variety of waterfowl, amphibians, and invertebrates and is a reliable water source for local wildlife. The proximity of the pond to the adjacent woodlands is critical for providing cover for wildlife species utilizing the pond. Lower on the Property is a shallow seasonal swale that supports wetlands habitat. The Property is within the Sonoma Valley groundwater sub-basin.

The area along Highway 12 on the Property is designated as a Special Status Species Habitat for dwarf downingia (*Downingia pusilla*). At least two listed taxa, Sonoma sunshine (*Blennosperma bakeri*) and dwarf downingia, grow in vernal pools on nearby properties. Other rare plant taxa for which suitable habitat may exist include Napa false-indigo (*Amorpha californica* ssp. *napensis*), which grows on adjacent properties, and a few grassland and oak woodland plant taxa, such as round-leaved filaree (*California macrophylla*), bristly leptosiphon (*Leptosiphon acicularis*), and Jepson's leptosiphon (*L. jepsonii*). There is high potential that suitable habitat exists for the following special-status wildlife species: Pacific pond turtle (*Actinemys marmorata*), California red-legged frog (*Rana draytonii*), grasshopper sparrow (*Ammodramus savannarumand*) and great blue heron (*Ardea herodias*).

2.3 Recreational and Educational Resources. The Property provides the unique opportunity to expand the adjacent Sonoma Valley Regional Park to the north, increasing opportunities for enjoyment of and education about the natural features of the area. Protection of the Property provides opportunities for low-intensity recreation appropriate for natural, undeveloped open space lands with limited recreational amenities, and that restore and improve opportunities for native plant and animal migration and dispersal.

3. Conservation Purpose. It is the purpose of this Easement to preserve and protect forever the Conservation Values of the Property, as described in Section 2. This purpose shall hereinafter be referred to as "the Conservation Purpose of this Easement." GRANTOR and DISTRICT intend that this Easement will confine the use of the Property to activities that are consistent with the Conservation Purpose of this Easement and will prohibit and prevent any use of the Property that will materially impair or interfere with the Conservation Values of the Property. GRANTOR and DISTRICT intend that all Conservation Values of the Property will

be fully preserved and protected in perpetuity. In the event, however, that the preservation and protection of one Conservation Value becomes irreconcilably inconsistent with the preservation and protection of another Conservation Value, the following priorities shall be followed: preservation and protection of scenic resources, then natural resources, and then recreational and educational uses.

PART TWO: RESERVED AND RESTRICTED RIGHTS

4. Affirmative Rights of DISTRICT. DISTRICT shall have the following affirmative rights under this Easement:

4.1 Protecting Conservation Values. DISTRICT shall have the right to preserve, protect and document in perpetuity the Conservation Values of the Property.

4.2 Property Inspections. DISTRICT shall have the right to enter upon the Property and to inspect, observe, and study the Property for the purposes of (i) identifying the current activities and uses thereon and the condition thereof, (ii) monitoring the activities and uses thereon to determine whether they are consistent with the terms, conditions and Conservation Purpose of this Easement, (iii) enforcing the terms, conditions and Conservation Purpose of this Easement, and (iv) exercising its other rights under this Easement. Such entry shall be permitted at least once a year at reasonable times, upon one week's prior notice to GRANTOR, and shall be made in a manner that will not unreasonably interfere with GRANTOR's use and quiet enjoyment of the Property pursuant to the terms and conditions of this Easement. Each entry shall be for only so long a duration as is reasonably necessary to achieve the purposes of this Section 4.2, but shall not necessarily be limited to a single physical entry during a single twenty-four hour period. Notwithstanding the foregoing, should DISTRICT's General Manager have a reasonable belief that GRANTOR is in breach of this Easement, DISTRICT shall have the right at any time, upon twenty-four hours' prior notice to GRANTOR, to enter upon the Property for the purpose of determining whether such breach has occurred. The rights of entry provided by this Section 4.2 shall extend to the officers, agents, consultants, and volunteers of DISTRICT.

4.3 Enforcement. DISTRICT shall have the right to enforce the rights herein granted and to prevent or stop, by any legal means, any activity or use on the Property that is inconsistent with the terms, conditions or Conservation Purpose of this Easement and to require restoration of such areas or features as may be damaged by such activities or uses.

4.4 Audit. DISTRICT shall have the right to inspect, copy and audit GRANTOR's financial and programmatic records, of any type, nature or description, as DISTRICT deems necessary to ensure GRANTOR's compliance with Section 5.1.7.

4.4 Approval of Certain Uses. DISTRICT shall have the right to review and approve proposed uses and activities on the Property as more specifically set forth in Section 5 and Section 6.

4.5 DISTRICT Signage. DISTRICT shall have the right to erect and maintain a sign or other appropriate marker in a location on the Property acceptable to GRANTOR, visible from a public road, bearing information indicating that the Property is protected by DISTRICT and acknowledging the sources of DISTRICT funding for the acquisition of this Easement. The

wording and design of the sign or marker shall be determined by DISTRICT with consent of GRANTOR. No such sign or marker shall exceed thirty-two (32) square feet in size nor be artificially illuminated. DISTRICT shall be responsible for the cost of erecting and maintaining such sign or marker.

5. GRANTOR's Reserved and Restricted Rights. GRANTOR shall confine the use of the Property to activities and uses that are consistent with the Conservation Purpose of this Easement. Any activity or use that is inconsistent with the Conservation Purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly reserved, restricted or prohibited as set forth below. GRANTOR and DISTRICT acknowledge that the following list does not constitute an exhaustive recital of consistent and inconsistent activities and uses, but rather (i) establishes specific allowed activities and uses, (ii) establishes specific prohibited activities and uses, and (iii) provides guidance for determining the consistency of similar activities and uses with this Easement, in accordance with the procedures set forth in Section 6.

5.1 General Requirements for All Uses.

5.1.1 Compliance with Governmental Regulations. All activities and uses on the Property shall be undertaken in a manner consistent with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

5.1.2 Compliance with Terms, Conditions and Conservation Purpose of this Easement. All activities and uses on the Property shall be undertaken in a manner consistent with the terms, conditions and Conservation Purpose of this Easement.

5.1.3 Protection of Conservation Values. All activities and uses on the Property shall be undertaken in a manner that protects and preserves the Conservation Values.

5.1.4 Protection of Soil and Water. No activity or use on the Property shall be undertaken in a manner that results in significant soil degradation or pollution, or significant degradation or pollution of any surface or subsurface waters.

5.1.5 Criteria for Use.

(a) All uses and activities of the Property shall be designed and undertaken in a manner that ensures preservation and protection of the natural resources of the Property in perpetuity; and

(b) No use or improvement shall materially impair GRANTOR's ability to provide for low-intensity public recreational uses as provided herein; and

(c) All construction shall follow low-impact development practices to the greatest extent feasible, which is defined in general as development that minimizes impacts to natural hydrology and aims for ecological sustainability.

5.1.6 Notice and Approval Procedures. Whenever in this Section 5, prior notice to or approval by DISTRICT is required, such notice shall be given or approval shall be obtained in accordance with Section 6 of this Easement.

5.1.7 Revenue Generation. Any revenue generated from activities and uses on the Property shall be used toward the cost of operating, maintaining, restoring, and enhancing the Property, and/or towards educational or recreational programs that take place on the Property or Sonoma Valley Regional Park.

5.1.8 Master Plan. On January 17, 1984, GRANTOR's Board of Supervisors adopted the Sonoma Valley Regional Park Master Plan (Master Plan), which GRANTOR intends to update to incorporate the Property as part of Sonoma Valley Regional Park. The updated Master Plan and future updates and amendments will be subject to review and approval by DISTRICT in accordance with Section 6.1 of the Easement. The Master Plan shall not be implemented on the Property until written approval has been received from DISTRICT.

The Master Plan may be amended, revised or updated from time to time provided that such amendment, revision or update shall be subject to DISTRICT's approval in accordance with Section 6.1 of this Easement.

5.2 Land Uses. Use of the Property is restricted solely to natural resource preservation and protection, and recreational and educational uses as defined in this Section 5.2. Residential, commercial, or industrial use of or activity on the Property is prohibited except for commercial uses as expressly reserved in Section 5.2.3.

5.2.1 Natural Resource Preservation, Protection, Restoration and Enhancement. GRANTOR reserves the right to protect, preserve, restore and enhance the natural resources of the Property in accordance with sound, generally-accepted conservation practices and the provisions of Section 5.5.

5.2.1.1 Environmental Mitigation. The Property shall be available to mitigate adverse environmental impacts resulting from on-site permitted uses and activities. The Property shall not be available to mitigate for adverse environmental impacts resulting from projects located off site.

5.2.2 Recreational and Educational Use. GRANTOR shall make the Property available to the public for low-intensity public outdoor recreation and education except as set forth in Section 5.6. All public outdoor recreational and educational uses and activities on the Property shall be designed and undertaken in a manner compatible with natural resource preservation and protection and the particular management needs associated with ensuring the promotion of wildlife movement and passage. Such uses may include, but are not limited to, hiking; bicycling; picnicking; public educational programs; and other such uses similar in nature and intensity. Uses may also include recreational and educational special events, such as non-motorized trail race events, to six (6) times per year subject to prior District approval pursuant to Sections 5.1.6, 6.1 or 6.2.

5.2.3 Commercial. GRANTOR reserves the right to use the Property for the following commercial uses:

- i) Recreation and Education. Nominal fee for permitted recreational and educational uses in accordance with Section 5.2.2.
- ii) Special Events. Fees for special public and private events held in accordance with Section 5.2.2.
- iii) Leases and Rentals.
 - a. Leases or rentals for recreational and educational uses in accordance with Section 5.2.2.
 - b. Leases for grazing for vegetation management and fire management in accordance with Sections 5.5.1 and 5.5.5.
- iv) Ancillary. Subject to DISTRICT approval, other minor recreational and educational commercial uses found to be consistent with Conservation Values of this Easement.

5.3 Subdivision and Parcels. GRANTOR and DISTRICT acknowledge and agree that the Property is now and shall always remain one legal parcel under one common ownership. GRANTOR shall not divide the Property, whether by subdivision, conveyance, lot line adjustment, or any other means, nor shall GRANTOR gain or seek to gain recognition, by certificate of compliance under the Subdivision Map Act or otherwise, of additional parcels which may have previously been created on the Property by prior patent or deed conveyances, subdivisions, or surveys, nor shall GRANTOR place or convey any portion of the Property into ownership separate from the whole of the Property.

5.3.1 Exceptions. This prohibition against division of the Property shall be inapplicable to:

- a) Conveyance to Government or Non-Profit Entity. Subject to prior written approval by DISTRICT, GRANTOR may voluntarily convey a portion of the Property to a government or non-profit entity exclusively for conservation or public access purposes.

5.3.2 Historic Parcels. GRANTOR acknowledges that one or more additional historic parcels may exist on the Property, previously created by patent or deed conveyances, subdivisions, lot line adjustments, surveys, recorded or unrecorded maps or other documents. GRANTOR waives all rights to recognition of such historic parcels, whether through certificate of compliance under the Subdivision Map Act or otherwise.

5.4 Structures and Improvements. Except as authorized in a Master Plan approved pursuant to Section 5.1.6 of this Easement, GRANTOR may repair, replace, construct, place and

maintain structures and improvements on the Property only as provided below. No structure or improvement shall exceed 12 feet in height. Outside lighting is prohibited.

5.4.1 Maintenance, Repair or Replacement of Structures and Improvements.

GRANTOR may maintain, repair or replace structures and improvements existing at the date hereof or constructed subsequently pursuant to the provisions of this Easement, as follows:

(a) If the maintenance, repair or replacement does not increase the height of the structure or improvement, increase the land surface area it occupies or change its location or function, no notice to or approval by DISTRICT shall be required.

(b) Any maintenance, repair or replacement that increases the height of the structure or improvement, increases the land surface area it occupies, or changes its location or function shall be treated as new construction and shall be subject to the provisions of Sections 5.4.2 through 5.4.6.

5.4.2 Structures and Improvements Accessory to Natural Resource Preservation, Protection, Restoration and Enhancement. Subject to prior written notice to DISTRICT, GRANTOR may place or construct temporary minor accessory structures and improvements reasonably necessary for natural resource restoration and enhancement activities on the Property, including, but not limited to, sheds, and above-ground irrigation tubes and tanks. Roads, fences, gates, utilities and energy resource improvements shall be limited as provided in Sections 5.4.4 through 5.4.6.

5.4.3 Improvements for Recreational and Educational Uses. GRANTOR may construct or place improvements associated with permitted outdoor recreational and educational uses, including, but not limited to:

(a) Benches, picnic tables, informational display cases, refuse and recycling containers and other similar minor improvements without any notice to or approval from DISTRICT.

(b) Paved or permeable trails and pathways, restrooms, drinking fountains, and other similar improvements only with prior written approval of DISTRICT.

5.4.4 Access Roads. Subject to prior written approval of DISTRICT, GRANTOR may remove, expand or realign the existing road on the Property, and may realign the Sonoma Valley Regional Park driveway onto the Property, provided that any such expansion or realignment (i) is directly required for uses and activities allowed herein; and (ii) is the minimum necessary for such uses and activities. Roads shall be constructed and maintained so as to minimize erosion and sedimentation and ensure proper drainage, utilizing Best Management Practices for roads as recommended by California Department of Fish and Wildlife or other similar or successor entity or other regulatory entity. The Sonoma Valley Regional Park driveway if realigned onto the Property may be paved with asphalt, concrete, or other impervious surface. All other

roads may not be paved with asphalt, concrete or other impervious surface unless such paving is required by any federal, state or local law, code, ordinance or regulation. Roads that are abandoned, permanently closed and/or decommissioned shall be revegetated with native species, stabilized and ensured of proper drainage.

5.4.5 Fences and Gates. GRANTOR may construct, place and erect fencing and gates only as necessary for permitted uses of the Property. Fencing must be the minimum necessary for such use. All fencing and gates must i) preserve the scenic values of the Property; ii) not impede wildlife movement except in cases where necessary to protect the allowed natural resources preservation, protection, restoration or enhancement activities described in this Easement; and iii) comply with the DISTRICT's then current guidelines for fences on conservation lands. Notwithstanding the provisions of Section 5.4.1, in the event of destruction or deterioration of any fences and gates, whether existing at the date hereof or constructed subsequently in accordance with the provisions of this Easement, GRANTOR may maintain and/or replace such fencing and gates only pursuant to the provisions of this Section 5.4.5. In the event any fence or gate, or portion thereof, becomes obsolete or unnecessary for the uses described in this Section 5.4.5, GRANTOR shall remove such fencing or gate from the Property.

5.4.6 Utilities and Energy Resources. Subject to prior written approval of DISTRICT, GRANTOR may expand existing or develop or construct new utilities, including but not limited to electric power, septic or sewer, communication lines, and water storage and delivery systems that are directly required for permitted uses on the Property and are reasonably scaled to serve only those uses.

5.4.6.1 In addition, GRANTOR may, without notice to or approval of DISTRICT, place or construct solar panels on the roofs of existing structures or any future additional structures placed on the Property pursuant to Sections 5.4.2 and 5.4.3, provided that such solar panels do not cause the structure or improvement to exceed 12 feet in height.

5.4.7 Signs. Signs shall be limited to those reasonably necessary for permitted recreation and education uses, including entry, trailhead, boundary, directional, interpretive signs, and those setting forth park rules. The size and number of such signs shall be limited to that which is reasonably necessary to accomplish the permitted uses herein, and shall be sited and constructed in a manner that does not create a significant visual impact. At no time shall any sign exceed thirty-two (32) square feet or be artificially illuminated.

5.5 Land and Resource Management. All land and resource management activities shall be designed and implemented in accordance with sound, generally-accepted conservation practices.

5.5.1 Natural Resource Preservation, Protection, Restoration and Enhancement. GRANTOR reserves the right to undertake natural resource preservation, restoration and enhancement activities, including, but not limited to, bank and soil stabilization, practices to reduce erosion, enhancement of water quality, and plant and wildlife habitat, and

activities that promote biodiversity and habitat connectivity. GRANTOR may remove or control invasive, non-native plant and animal species that threaten the Conservation Purpose of this Easement or impede the growth of native species, provided the techniques used minimize harm to native wildlife and plants and are in accordance with all applicable laws.

5.5.2 Surface Alteration. Alteration of the contour of the Property in any manner whatsoever is prohibited, including, but not limited to, excavation, removal or importation of soil, sand, gravel, rock, peat or sod, except as reasonably necessary in connection with the uses allowed under Section 5 of this Easement.

5.5.3 Water Resources. Draining, filling, dredging, diking, damming or other alteration, development or manipulation of watercourses, subsurface water, springs, ponds and wetlands is prohibited except as reasonably necessary in connection with (i) the maintenance, replacement, development and expansion of water storage and delivery systems allowed under Section 5.4.6, and (ii) the preservation, restoration and enhancement of natural resources allowed under Section 5.5.1.

5.5.4 Mineral Exploration. Exploration for, or development and extraction of, minerals and hydrocarbons by any surface or sub-surface mining or any other method is prohibited.

5.5.5 Fire Management. GRANTOR reserves the right to undertake vegetation management activities for the purpose of fire control provided the techniques used minimize harm to native wildlife and plants. Fire management methods are limited to: (a) brush removal, mowing, limited grazing of the Property, other methods of similar nature and intensity, and (b) subject to prior written notice to DISTRICT, prescriptive burning undertaken in a manner consistent with the standards and requirements of the local fire protection agency having jurisdiction. The requirement for notice under this Section 5.5.5 may be satisfied by the submission of an annual fire management plan.

5.5.6 Native Tree Removal. Harvesting, cutting, removal or destruction of any native trees is prohibited, except as reasonably necessary (i) to control insects and disease; (ii) to prevent personal injury and property damage; (iii) for the purpose of fire management, in accordance with Section 5.5.5; (iv) for natural resource preservation, restoration and enhancement as set forth in Section 5.5.1 of this Easement; and (v) with prior written approval of DISTRICT, within the footprint of permitted trails. Native trees removed pursuant to this Section 5.5.6 may be used for firewood and other improvements associated with permitted uses.

5.5.7 Native Non-tree Vegetation Removal. Removal or destruction of any native non-tree vegetation is prohibited, except as reasonably necessary (i) within footprint of permitted structures and improvements; (ii) to control insects and disease; (iii) to prevent personal injury and property damage; (iv) for the purpose of fire management, in accordance with Section 5.5.5; and (v) for natural resource preservation, restoration and enhancement, as set forth in Section 5.5.1 of this Easement.

5.5.8 Native Animal Removal. Killing, hunting, trapping, injuring or removing native animals is prohibited except (i) under imminent threat to human life or safety; and (ii) as reasonably necessary to promote or sustain biodiversity in accordance with natural resource preservation, protection, restoration and enhancement activities as set forth in Section 5.5.1, using selective control techniques consistent with the policies of the Sonoma County Agricultural Commissioner and other governmental entities having jurisdiction.

5.5.9 Non-Native Plant and Animal Removal. GRANTOR reserves the right to remove or control non-native plant and animal species provided that techniques used minimize harm to native wildlife and plants and are in accordance with sound, generally-accepted conservation practices.

5.5.10 Off-road Motorized Vehicle Use. Use of motorized vehicles off roadways is prohibited, except for the minimum necessary in connection with permitted construction, maintenance, emergency access and property management activities.

5.5.11 Dumping. Dumping, releasing, burning or other disposal of wastes, refuse, debris, non-operative motorized vehicles or hazardous substances is prohibited.

5.6. Public Access Limitations. GRANTOR and DISTRICT understand and agree that the Property will be developed for and will continue to be a public park in perpetuity. GRANTOR, however, reserves the right to exclude the public from the Property on a temporary basis to the extent necessary for public health or safety or for preservation of the Conservation Values of the Property. Nothing in this Easement shall be construed to preclude GRANTOR's right to grant access to third parties to the Property consistent with the terms, conditions and Conservation Purpose of this Easement.

5.7. Easements. GRANTOR may continue the use of existing easements of record granted prior to this Easement. The granting of new temporary or permanent easements, and the modification or amendment of existing easements is prohibited without the prior written approval of the DISTRICT. It is the duty of GRANTOR to prevent the use of the Property by third parties that may result in the creation of prescriptive rights.

PART THREE: PROCEDURES AND REMEDIES

6. Notice and Approval Procedures. Some activities and uses permitted by this Easement require that prior written notice be given by GRANTOR to DISTRICT, while other activities and uses permitted by this Easement require the prior written approval of DISTRICT. Unless and until such notice is given or approval is obtained in accordance with this Section 6, any such activity or use shall be deemed to be prohibited on the Property. GRANTOR shall use the procedures set forth below to provide notice to DISTRICT or to obtain DISTRICT's approval. All notices and requests for approval shall include all information necessary to permit DISTRICT to make an informed judgment as to the consistency of the GRANTOR's request with the terms, conditions and Conservation Purpose of this Easement. Forms for notices and requests for approval shall be available at DISTRICT's offices.

6.1 Approval, Amendments, Revisions and Updates of Master Plan. GRANTOR and DISTRICT acknowledge that GRANTOR intends to update the Sonoma Valley Regional Park Master Plan to incorporate the Property into the Regional Park. The update is intended to define and guide future use and development of the Property and to streamline DISTRICT approvals under this Easement. For purposes of this Easement, it is agreed that the Master Plan and any amendments, revisions or updates (collectively “Revision”) will be deemed sufficient for its purpose provided the plan or Revision identifies (a) all major components of park use (including recreational, educational, and resource management use), (b) the nature of each proposed use and its intended location, (c) all proposed structures and improvements, and (d) all actions to be taken to protect natural resources. Such Master Plan and Revision require DISTRICT’s approval prior to their implementation. DISTRICT’s approval shall be based solely upon its reasonable determination as to whether the Master Plan or Revision is consistent with the terms, conditions and Conservation Purpose of this Easement. DISTRICT acknowledges that, in light of the public processes required for development of the Property for recreation and educational use and natural resource preservation, time is of the essence and DISTRICT’s approval shall not be unreasonably withheld or delayed. GRANTOR shall use the following procedure to obtain DISTRICT’s approval for the Master Plan and Revision:

6.1.1 GRANTOR may, at its discretion, at any time, submit a Master Plan or Revision to DISTRICT for its review and approval. DISTRICT shall have forty-five (45) days from the receipt of the Master Plan or Revision, plus fourteen (14) days from any subsequent or follow up submittal, to review the Master Plan or Revision and either approve the Master Plan or Revision or notify GRANTOR of any objection thereto. DISTRICT’s response, whether tentative approval or objection, shall be in writing and delivered to GRANTOR in accordance with Section 19. If DISTRICT has any objections to the Master Plan or Revision, it shall state such objections in sufficient detail to enable GRANTOR to modify the Master Plan or Revision so as to bring it into compliance with the terms, conditions and Conservation Purpose of this Easement.

6.1.2 In connection with any environmental review of the Master Plan or Revision under the California Environmental Quality Act or any successor statute then in effect, GRANTOR shall provide DISTRICT with notification of and opportunity to comment on any draft environmental document made public under the statute, prior to adoption or certification of that environmental document.

6.1.3 Upon DISTRICT’s approval and GRANTOR’s adoption of a Master Plan or Revision, all uses and improvements described therein and all development reasonably necessary to implement those described uses and improvements, shall be deemed to be consistent with the terms, conditions and Conservation Purpose of this Easement and shall be permitted on the Property with no further notice to or approval by DISTRICT required. All such uses, development, improvements and activities shall at all times remain subject to the substantive limitations of Section 5. Any update or amendment to the Master Plan or Revision shall be subject to DISTRICT approval.

6.2 Uses/Activities Requiring Notice or Approval to DISTRICT. In the absence of a Master Plan or Revision approved by DISTRICT, or for uses and activities not described in a Master Plan or Revision approved by DISTRICT, the following procedures shall be followed for

giving notice or obtaining DISTRICT approval where such notice or approval is required by this Easement. Unless and until such notice is given or approval is obtained in accordance with this Section 6.2, any such activity or use shall be deemed to be prohibited on the Property. In any instance in which DISTRICT approval is required, DISTRICT's approval shall be based solely upon its reasonable determination as to whether the activity or use is consistent with the terms, conditions and Conservation Purpose of this Easement. DISTRICT acknowledges that, in light of the public processes required for development of the Property for recreation and educational use and natural resource preservation, time is of the essence and DISTRICT's approval shall not be unreasonably withheld or delayed.

6.2.1 Uses/Activities Requiring Notice to DISTRICT. For any activity or use that requires prior written notice to DISTRICT, GRANTOR shall deliver such notice to DISTRICT at least forty-five (45) days prior to the commencement of such activity or use. That forty-five (45) day time period provides DISTRICT an opportunity to evaluate whether the proposed activity or use is consistent with the terms, conditions and Conservation Purpose of this Easement before the activity or use is begun.

6.2.2 Uses/Activities Requiring Prior Approval from DISTRICT. For any activity or use that requires prior written approval from DISTRICT, GRANTOR shall file a request for such approval ("GRANTOR's request") at least forty-five (45) days prior to the intended commencement of such activity or use. DISTRICT shall have forty-five (45) days from the receipt of a complete request to review the request and to approve, conditionally approve, disapprove or notify GRANTOR of any objection thereto. Disapproval or objection, if any, shall be based on DISTRICT's reasonable determination that the proposed activity or use is inconsistent with the terms, conditions or Conservation Purpose of this Easement or that GRANTOR's request is incomplete or contains material inaccuracies. If, in DISTRICT's judgment, the proposed activity or use would not be consistent with the terms, conditions or Conservation Purpose of this Easement or the request is incomplete or contains material inaccuracies, DISTRICT's notice to GRANTOR shall inform GRANTOR of the reasons for DISTRICT's disapproval or objection. Only upon DISTRICT's express written approval, given by DISTRICT's General Manager, may the proposed activity or use be commenced, and then only in accordance with the terms and conditions of DISTRICT's approval.

6.2.3 DISTRICT's Failure to Respond. Should DISTRICT fail to respond to GRANTOR's request for approval within forty-five (45) days of the receipt of GRANTOR's request, GRANTOR may, after giving DISTRICT ten (10) days written notice by registered or certified mail, commence an action in a court of competent jurisdiction to compel DISTRICT to respond to GRANTOR's request. In the event that such legal action becomes necessary to compel DISTRICT to respond and GRANTOR prevails in that action, DISTRICT shall reimburse GRANTOR for all reasonable attorney fees incurred in that action. In the alternative, GRANTOR may commence a proceeding in arbitration under Section 13.

6.2.4 Uses Not Expressly Addressed: DISTRICT's Approval. In the event GRANTOR desires to commence an activity or use on the Property that is neither expressly reserved nor expressly prohibited in Section 5, GRANTOR shall seek

DISTRICT's prior written approval of such activity or use in accordance with the procedure set forth in Section 6.2. The exercise of any activity or use not expressly reserved in Section 5 may constitute a breach of this Easement and may be subject to the provisions of Section 10.

7. Costs and Liabilities Related to the Property.

7.1 Operations and Maintenance of the Property. GRANTOR agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property and does hereby indemnify and hold DISTRICT harmless therefrom. Without limiting the foregoing, GRANTOR agrees to pay any and all real property taxes, fees, exactions, and assessments levied or imposed by local, state or federal authorities on the Property. GRANTOR further agrees to maintain general liability insurance or adequate self-insurance covering acts on the Property. Except as specifically set forth in Section 8.2 below, DISTRICT shall have no responsibility whatever for the operation of the Property, the monitoring of hazardous conditions thereon, or the protection of GRANTOR, the public, or any third parties from risks relating to conditions on the Property. Except as otherwise provided in Section 8.1, GRANTOR hereby agrees to indemnify and hold DISTRICT harmless from and against any damage, liability, claim, or expense, including attorneys' fees, relating to such matters.

7.2 Hazardous Materials.

7.2.1 No DISTRICT Obligation or Liability. Notwithstanding any other provision of this Easement to the contrary, the parties do not intend and this Easement shall not be construed such that it creates in DISTRICT:

- a) The obligations or liabilities of an "owner" or "operator" as those words are defined and used in environmental laws, as defined below, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, sections 9601 et seq.) ("CERCLA");
- b) The obligations or liabilities of a person described in 42 United States Code section 9607(a)(3) or any successor statute then in effect;
- c) The right to investigate and remediate any hazardous materials, as defined below, on or associated with the Property; or
- d) Any control over GRANTOR's ability to investigate and remediate any hazardous materials, as defined below, on or associated with the Property.

7.2.2 Warranty of Compliance. GRANTOR represents, warrants, and covenants to DISTRICT that GRANTOR's use of the Property shall comply with all environmental laws, as defined below.

7.2.3 Definitions. For the purposes of this Easement:

a) The term "hazardous materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Hazardous Materials Transportation Act, as amended (49 United States Code sections 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 United States Code sections 6901 et seq.), sections 25117 and 25316 of the California Health & Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after the date of this Easement.

b) The term "environmental laws" includes, but is not limited to, any federal, state, local or administrative agency statute, regulation, rule, ordinance, order or requirement relating to environmental conditions or hazardous materials.

8. Indemnification.

8.1 GRANTOR's Indemnity. GRANTOR shall hold harmless, indemnify, and defend DISTRICT, its agents, employees, volunteers, successors and assigns, from and against all damages, liabilities, claims and expenses, including reasonable attorneys' fees, arising from or in any way connected with (i) injury to or the death of any person, or physical damage to any property resulting from any act, omission, condition or other matter related to or occurring on or about the Property, except to the extent that such damage, liability, claim or expense is the result of the negligence, gross negligence, or intentional misconduct of DISTRICT; and (ii) the obligations specified in Section 7; and (iii) any approvals given under Section 6. In the event of any claim, demand, or legal complaint against DISTRICT, the right to the indemnification provided by this Section 8.1 shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to DISTRICT's written notice of such claim, demand, or legal complaint to GRANTOR, unless GRANTOR has acquired knowledge of the matter by other means, nor to any costs, expenses, or settlement payment, including attorneys' fees, incurred subsequent to that notice unless such cost, expense, or settlement payment shall be approved in writing by GRANTOR, which approval shall not be unreasonably withheld.

8.2 DISTRICT's Indemnity. DISTRICT shall hold harmless, indemnify, and defend GRANTOR, its heirs, devisees, successors and assigns, from and against all damages, liabilities, claims and expenses, including reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property and attributable to DISTRICT, except to the extent that such damage, liability, claim or expense is the result of the negligence, gross negligence, or intentional misconduct of GRANTOR. In the event of any claim, demand, or legal complaint against GRANTOR, the right to the indemnification provided by this Section 8.2 shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to GRANTOR's written notice of such claim, demand, or legal complaint to DISTRICT, nor to any costs, expenses, or settlement payment, including attorneys' fees, incurred subsequent to that notice unless such cost, expense, or settlement payment shall be approved in writing by DISTRICT,

which approval shall not be unreasonably withheld. DISTRICT hereby also agrees to hold harmless, indemnify and defend GRANTOR from and against all damages, liabilities, claims and expenses, including attorneys' fees, asserted against GRANTOR by any officer, agent, employee, or volunteer of DISTRICT, for personal injury and/or property damage arising out of any inspection or visit to the Property by any such officer, agent, employee or volunteer on behalf of DISTRICT, except to the extent that such injury is attributable to the negligence, gross negligence or intentional misconduct of GRANTOR.

9. Baseline Documentation for Enforcement. In order to establish the present condition of the Property, DISTRICT has prepared a Baseline Documentation Report which will be maintained on file with DISTRICT and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. A copy of the Baseline Documentation Report has been reviewed and approved by GRANTOR. The parties agree that the Baseline Documentation Report provides an accurate representation of the Property at the time of the execution of this Easement. The Baseline Report will be supplemented through periodic monitoring reports as the DISTRICT performs its regular monitoring of the Property.

10. Remedies for Breach.

10.1 DISTRICT's Remedies. In the event of a violation or threatened violation by GRANTOR of any term, condition or restriction contained in this Easement, DISTRICT may, following notice to GRANTOR, institute a suit to enjoin and/or recover damages for such violation and/or to require the restoration of the Property to the condition that existed prior to such violation. The DISTRICT's notice to GRANTOR shall contain a general description of the condition claimed by DISTRICT to be a violation and shall contain a reasonable and specific cure period by which the violation is to cease and the Property is to be restored to the condition that existed prior to the violation. The notice shall be provided in accordance with Section 19. If DISTRICT reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values protected by this Easement, DISTRICT (a) may pursue any and all remedies available under law without waiting for the cure period to expire, and (b) shall have the right, upon the giving of 24 hours' notice, to enter the Property for the purpose of assessing damage or threat to the Conservation Values protected by this Easement and determining the nature of curative or mitigation actions that should be taken. DISTRICT's rights under this Section 10 shall apply equally in the event of either actual or threatened violations of the terms of this Easement. GRANTOR agrees that DISTRICT's remedies at law for any violation of the terms of this Easement are inadequate and that DISTRICT shall be entitled to injunctive relief, both prohibitive and mandatory and including specific performance, in addition to such other relief, including damages, to which DISTRICT may be entitled, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

10.2 DISTRICT's Discretion. Enforcement of the terms of this Easement shall be at the sole discretion of DISTRICT, and any forbearance by DISTRICT to exercise its rights under this Easement in the event of any violation or threatened violation of any term of this Easement shall not be deemed or construed to be a waiver by DISTRICT of such term or of any subsequent violation or threatened violation of the same or any other term of this Easement. Any failure by DISTRICT to act shall not be deemed a waiver or forfeiture of DISTRICT's right to enforce any terms or conditions of this Easement in the future.

10.3 Liquidated Damages. Inasmuch as the actual damages that would result from the loss or deprivation of the Conservation Values of the Property caused by a violation by GRANTOR of the terms of this Easement are uncertain and would be impractical or extremely difficult to measure, GRANTOR and DISTRICT agree that the damages allowed by Civil Code section 815.7(c) shall be measured as follows:

a) For an improvement prohibited by this Easement, an amount equal to the product of (i) the market value of the improvement, (ii) the length of time that the improvement exists on the Property (in terms of years or portion thereof) after notice of violation has been given, and (iii) the then current annual interest rate for post judgment interest; and

b) For an activity or change in use prohibited by this Easement, whether or not it involves an improvement, an amount equal to any economic gain realized by GRANTOR because of the activity or change in use; and

c) For an activity or change in use prohibited by this Easement, whether or not it involves an improvement and where there is no measurable economic gain realized by GRANTOR, the product of (i) the cost of restoration, as set forth in a written estimate by a qualified person selected by DISTRICT, (ii) the length of time that the prohibited activity or use continues (in terms of years or portion thereof) after notice of the violation has been given, and (iii) the then current annual interest rate for post judgment interest.

10.4 GRANTOR's Compliance. If DISTRICT, in the notice to GRANTOR, demands that GRANTOR remove an improvement, discontinue a use or both and claims the damages allowed by Civil Code section 815.7(c), then GRANTOR may mitigate damages by fully complying with DISTRICT's notice within the cure period provided therein. If GRANTOR so complies, then in the event of litigation arising out of the notice, brought either by GRANTOR or by DISTRICT, if GRANTOR prevails, then GRANTOR shall be entitled to economic damages, if any, resulting from its compliance with DISTRICT's notice. Neither DISTRICT nor GRANTOR shall be entitled to damages where DISTRICT has not claimed damages in its notice.

10.5 Remedies Nonexclusive. The remedies set forth in this Section 10 are in addition to, and are not intended to displace, any other remedy available to either party as provided by this Easement, Civil Code sections 815 et seq. or any other applicable local, state or federal law.

11. Acts Beyond GRANTOR's Control. Nothing contained in this Easement shall be construed to entitle DISTRICT to bring any action against GRANTOR for any injury to or change in the Property resulting from causes beyond GRANTOR's control, including, but not limited to, fire, flood, storm, earth movement, or a tortious or criminal act of a third party which GRANTOR could not have reasonably prevented, or from any prudent action taken by GRANTOR under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes so long as such action, to the extent that GRANTOR has control, is designed and carried out in such a way as to further the Conservation Purpose of this Easement.

12. Arbitration. If a dispute arises between the parties concerning the consistency of any activity or use, or any proposed activity or use, with the terms, conditions or Conservation Purpose of this Easement, or any other matter arising under or in connection with this Easement or its interpretation, either party, with the written consent of the other, may refer the dispute to arbitration by a request made in writing upon the other. Provided that GRANTOR agrees not to proceed with any activity or use that is the subject of the dispute pending resolution of the dispute, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator who shall be a retired United States District Court or California Superior Court judge; provided, however, if either party fails to select an arbitrator within fourteen (14) days of delivery of the request for arbitration, or if the two arbitrators fail to select a third arbitrator within fourteen (14) days after the appointment of the second arbitrator, then in each such instance, a proper court, on petition of any party, shall appoint the second or third arbitrator or both, as the case may be, in accordance with California Code of Civil Procedure sections 1280 et seq., or any successor statutes then in effect. The arbitration shall be conducted in accordance with said statute, including, without limitation, the provisions of Section 1283.05 of the Code of Civil Procedure which are incorporated into, made a part of, and made applicable to any arbitration pursuant to this Section. The Conservation Purpose of this Easement, the terms and conditions of this Easement, and the applicable laws of the State of California shall be the bases for determination and resolution, and a judgment of the arbitration award may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for all its costs and expenses related to such arbitration, including, but not limited to, the fees and expenses of the arbitrators, but excluding attorneys' fees, which sum shall be determined by the arbitrators and any court of competent jurisdiction that may be called upon to enforce or review the award.

13. Extinguishment and Condemnation.

13.1. Extinguishment. Subject to the requirements and limitations of California Public Resources Code section 5540, or successor statute then in effect, if circumstances arise in the future that render the Conservation Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the compensation to which DISTRICT shall be entitled from any sale, exchange or involuntary conversion of all or any portion of the Property after such termination or extinguishment, shall be determined, unless otherwise provided by California law at the time, in accordance with Section 13.2. All proceeds paid to DISTRICT shall be used by DISTRICT for the purpose of the preservation of agriculture and open space within Sonoma County.

13.2 Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation; whether by public, corporate, or other authority, so as to terminate this Easement in whole or in part, either GRANTOR or DISTRICT (or both, on such conditions as they may agree) may commence appropriate actions to recover the full value of the Property (or portion thereof) subject to the condemnation or in-lieu purchase and all direct or incidental damages resulting therefrom. Any expense incurred by GRANTOR or DISTRICT in any such action shall first be reimbursed out

of the recovered proceeds; the remainder of such proceeds shall be divided between GRANTOR and DISTRICT in proportion to their interests in the Property, as established by Section 13.3.

13.3 Property Interest and Fair Market Value. This Easement constitutes a real property interest immediately vested in DISTRICT. For the purpose of this Section 13, the parties stipulate that, in the event of condemnation of the Property or any portion thereof, the fair market value of the Property for purposes of just compensation shall be determined as though this Easement did not exist. GRANTOR and DISTRICT shall share the compensation on the following basis: GRANTOR 100% of the value of any improvements and DISTRICT 100% of the value of the land, or as otherwise agreed upon by them in writing at the time of condemnation.

PART FOUR: MISCELLANEOUS

14. Approvals. Whenever in this Easement the consent or approval of one party is required for an act of the other party, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

15. Interpretation and Construction. To the extent that this Easement may be uncertain or ambiguous such that it requires interpretation or construction, then it shall be interpreted and construed in such a way that best promotes the Conservation Purpose of this Easement.

16. Easement to Bind Successors. The Easement herein granted shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind GRANTOR, GRANTOR's heirs, personal representatives, lessees, executors, successors, including but not limited to purchasers at tax sales, assigns, and all persons claiming under them forever. The parties intend that this Easement shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, officers, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California. Further, the parties agree and intend that this Easement creates an easement encompassed within the meaning of the phrase "easements constituting servitudes upon or burdens to the property," as that phrase is used in California Revenue & Taxation Code section 3712(d), or any successor statute then in effect, such that a purchaser at a tax sale will take title to the Property subject to this Easement.

17. Subsequent Deeds and Leases. GRANTOR agrees that a clear reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Property (including, but not limited to, a leasehold interest) is conveyed and that GRANTOR will attach a copy of this Easement to any such instrument. GRANTOR further agrees to give written notice to DISTRICT of the conveyance of any interest in the Property at least ten (10) days prior to any such conveyance. These obligations of GRANTOR shall not be construed as a waiver or relinquishment by DISTRICT of rights created in favor of DISTRICT by Section 16 of this Easement, and the failure of GRANTOR to perform any act required by this Section 17 shall not impair the validity of this Easement or limit its enforceability in any way.

18. Warranty of Ownership. GRANTOR warrants that it is the owner in fee simple of the Property, and that on the date it executed this Easement the Property is not subject to any liens or deeds of trust.

19. Notices.

19.1 Method of Delivery. Except as otherwise expressly provided herein, all notices, (including requests, demands, approvals or communications) under this Easement shall be in writing and either served personally or sent by first class mail, postage prepaid, private courier or delivery service or telecopy addressed as follows:

To GRANTOR: Regional Parks Director
2300 County Center Drive, Suite 120A
Santa Rosa, CA 95403
(707) 565-2041 (phone)
(707) 59-8247 (fax)

To DISTRICT: General Manager
Sonoma County Agricultural Preservation and Open Space District
747 Mendocino Avenue, Suite 100
Santa Rosa, CA 95401
(707) 565-7360 (phone)
(707) 565-7359 (fax)

Or to such other address as such party from time to time may designate by written notice pursuant to this Section 19.

19.2 Effective Date of Notice. Notice shall be deemed given for all purposes as follows:

a) When mailed first class postage prepaid to the last address designated by the recipient pursuant to Section 19.1, notice is effective one business day following the date shown on the postmark of the envelope in which such notice is mailed or, in the event the postmark is not shown or available, then one business day following the date of mailing. A written declaration of mailing executed under penalty of perjury by the GRANTOR or DISTRICT or an officer or employee thereof shall be sufficient to constitute proof of mailing.

b) When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice, notice is effective on receipt as long as (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (ii) the receiving party delivers a written confirmation of receipt. Subject to the foregoing requirements, any notice given by telex or fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a non-business day.

c) In all other instances, notices shall be effective upon delivery.

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

20. Amendment. If circumstances arise under which an amendment or modification of this Easement would be appropriate, GRANTOR and DISTRICT shall be free to jointly amend this Easement, provided that any amendment shall be consistent with the Conservation Purpose of this Easement, shall ensure protection of the Conservation Values of the Property, shall not affect the Easement's perpetual duration and shall be consistent with Public Resources Code section 5540 and any successor statute then in effect. Any such amendment shall be in writing, executed by GRANTOR and DISTRICT, and recorded in the Office of the Sonoma County Recorder.

21. No Forfeiture. Nothing contained in this Easement shall result in a forfeiture or reversion of GRANTOR's title in any respect.

22. Termination of Rights and Obligations. A party's rights and obligations under this Easement shall terminate upon transfer of the party's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

23. Enforceable Restriction. This Easement and each and every term contained herein is intended for the benefit of the public and constitutes an enforceable restriction pursuant to the provisions of Article XIII, section 8 of the California Constitution, California Public Resources Code section 5540, and California Revenue and Taxation Code section 421 et seq., or any successor constitutional provisions or statutes then in effect.

24. Applicable Law and Forum. This Easement shall be construed and interpreted according to the substantive law of California, excluding the law of conflicts. Any action to enforce the provisions of this Easement or for the breach thereof shall be brought and tried in the County of Sonoma.

25. DISTRICT's General Manager. Wherever used herein, the term DISTRICT's General Manager, and any pronoun used in place thereof, shall mean and include the General Manager of DISTRICT and his duly authorized representatives.

26. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in a written amendment prepared, executed and recorded in accordance with Section 20.

27. Severability. In the event any provision of this Easement is determined by the appropriate court to be void and unenforceable, all remaining terms and conditions shall remain valid and binding. If the application of any provision of this Easement is found to be invalid or unenforceable as to any particular person or circumstance, the application of such provisions to persons or circumstances, other than those as to which it is found to be invalid, shall not be affected thereby.

28. Estoppel Certificates. DISTRICT shall, at any time during the existence of this Easement, upon not less than thirty (30) days' prior written notice from GRANTOR, execute and deliver to GRANTOR a statement in writing certifying that this Easement is unmodified and in full force and effect (or, if modified, stating the date of execution and date of recording of the respective amendment) and acknowledging that there is not, to DISTRICT's knowledge, any default by GRANTOR hereunder, or, if DISTRICT alleges a default by GRANTOR, specifying such default. DISTRICT's obligation to deliver the statement of certification is conditioned on GRANTOR's reimbursing DISTRICT for all costs and expenses reasonably and necessarily incurred in its preparation as determined by DISTRICT's General Manager.

29. No Liens, Encumbrances, or Conveyances. GRANTOR warrants that after it has executed this Easement, it will not record any lien, encumbrance, or otherwise convey any right, title, or interest in and to the Property until such time as this Easement has been accepted and recorded by DISTRICT.

30. Effective Date. This Easement shall be effective as of the date of its acceptance by DISTRICT pursuant to California Public Resources Code sections 5500 et seq.

IN WITNESS WHEREOF, GRANTOR and DISTRICT have executed this Easement this _____ day of _____, 2014.

GRANTOR:

By: _____
Chair of the Board of Supervisors

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE
DISTRICT

By: _____
President of the Board of Directors

ATTEST:

Clerk of the Board of Directors

**NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL
SIGNATORIES.**

RECORDING REQUESTED BY AND RETURN TO:

Clerk of the Board of Directors
Sonoma County Agricultural
Preservation and Open Space District
575 Administration Drive, Room 102A
Santa Rosa, CA 95403

Free recording per Government Code Section 6103

Curreri Addition to Sonoma Valley Regional Park
RECREATION CONSERVATION COVENANT
(California Civil Code §§815 *et seq.*)

THIS AGREEMENT is entered into by and between the Sonoma County Agricultural Preservation and Open Space District (“the District”) and the County of Sonoma, a political subdivision of the State of California, its successors and assigns and those claiming under it (“Owner”).

Recitals

A. The District was formed for the purpose of preserving open space in the County of Sonoma and is funded by a voter approved sales tax, the expenditure of which is directed and limited by the Sonoma County Agricultural Preservation & Open Space 2006 Expenditure Plan (“the 2006 Expenditure Plan” or “the Plan”) adopted as part of the Sonoma County Open Space, Clean Water and Farmland Protection Measure (Sonoma County Ordinance No. 5677R).

B. Among the categories of open space identified for protection in the 2006 Expenditure Plan are “fee interests for outdoor public recreation where the public use would not be inconsistent with the open space designations” listed in the Plan.

C. Owner has acquired and now is the owner in fee simple of that certain real property

located in Sonoma County and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference ("the Property").

D. In a companion transaction of even date, Owner has conveyed a conservation easement ("the Conservation Easement") to the District generally limiting the use of the Property to natural resource preservation and low-intensity public outdoor recreation consistent with identified open space values. This Covenant is intended to complement the Conservation Easement by assuring the continued and perpetual recreational use of the Property consistent with the Conservation Easement.

Agreement

FOR VALUABLE CONSIDERATION, Owner hereby undertakes the following obligations for the benefit of the District:

1. *The Covenant.* Owner hereby conveys to the District a recreation conservation covenant ("Covenant") within the meaning of Restatement Third, Property (Servitudes) §1.6(1) and pursuant to the authority of Civil Code §§815 *et seq.* and the common law of California, to assure that the Property will be continuously used, maintained and operated by Owner and its successors in interest as a public park and open space preserve in perpetuity, available to the public for low-intensity public outdoor recreation and educational uses in a manner consistent with the Conservation Easement and the provisions herein.

2. *Obligation to Provide Low-Intensity Public Outdoor Recreation and Educational Uses.*

A. Owner hereby agrees to use, operate and maintain the Property as a public park and open space preserve in perpetuity, available to the public for low-intensity outdoor public recreation and educational uses in a manner consistent with the Conservation Easement

and the provisions herein. Such use, operation, and maintenance of the Property as a public park and open space preserve shall commence no later than October 31, 2016 and shall include, at a minimum, general availability of the Property for public hiking, picnicking and nature study no less than six hours per day, seven days per week, except as otherwise provided in Section 5.6 of the Conservation Easement (Public Access Limitations).

B. Owner shall not engage in activities that impede public access to or public use of the Property for low-intensity outdoor public recreation and educational uses pursuant to this Covenant, except as otherwise provided in Section 5.6 of the Conservation Easement (Public Access Limitations).

C. On January 17, 1984, Owner's Board of Supervisors adopted the Sonoma Valley Regional Park Master Plan (Master Plan), which Owner intends to update to incorporate the Property as part of Sonoma Valley Regional Park, and which will be subject to review and approval by DISTRICT in accordance with Section 6.1 of the Conservation Easement (Approval, Amendments, Revisions and Updates of Master Plan). Owner's use, operation and maintenance of the Property as a public park and open space preserve shall be consistent with such master plan as it may be amended from time to time.

3. Enforcement.

A. In the event of an uncured breach by Owner of any of its obligations under this Covenant, the District may: (1) institute a suit for appropriate equitable relief; (2) institute a suit to recover damages; or (3) pursue any combination of the foregoing.

B. Prior to taking any action under Paragraph 3.A, the District shall provide Owner with a notice to cure ("Notice"). The Notice shall be a written notification generally describing the condition or event claimed by the District to be a breach of Owner's obligations that is either mailed or otherwise delivered by the District to Owner. The Notice shall include a

reasonable period in which the breach must be cured to the reasonable satisfaction of the District. The remedies provided by Paragraph 3.A shall be available to the District immediately upon expiration of the cure period.

C. Enforcement of the obligations created by this Covenant shall be at the sole discretion of the District. Any forbearance by the District to exercise its rights under this Covenant shall not be deemed or construed to be a waiver or forfeiture by the District.

D. The actual damages incurred by the District and allowed by Civil Code section 815.7(c) resulting from Owner's breach of the obligations imposed by this Covenant are uncertain and would be impractical or extremely difficult to measure. Accordingly, the parties agree that the District's damages shall be measured by the fair market value of the Property, unencumbered and without regard to the Conservation Easement or this Covenant, multiplied by the length of time in years, including fractions thereof, during which the breach remains uncured after Notice has been given by the District pursuant to Paragraph 3.B, multiplied by the then current annual interest rate for post judgment interest, provided however, that:

(i) No action for liquidated damages under this Paragraph D shall be filed without the consent of the District's Board of Directors; and

(ii) No liquidated damages shall be assessed during any period for which the Owner's governing body has, based upon substantial evidence, declared a fiscal emergency rendering it financially unable to perform its obligations under this Covenant; and

(iii) In no case shall liquidated damages exceed Two Million Dollars (\$2,000,000) for any single breach. The Owner's liability for damages is discharged if the Owner cures the breach within the time specified in the District's Notice.

E. The remedies set forth in this Paragraph 3 are in addition to and not intended

to displace any other remedy available to either party as provided by this Covenant, the Conservation Easement, Civil Code Sections 815 *et seq.*, the common law or any other applicable local, state or federal law.

F. Nothing contained in this Paragraph 3 shall be construed to entitle the District to bring any action against Owner for any failure to perform resulting from causes beyond Owner's control, including, without limitation, wildfire, flood, storm, and earth movement, or from any prudent action taken by Owner under emergency conditions to prevent, abate, or mitigate a failure to perform resulting from such causes so long as such action, to the extent that Owner has control, is designed and carried out in such a way as to further the purpose of this Covenant.

4. *Conveyances; Leasing; Approval of Grantees.* No conveyance of the fee interest in the Property nor any lease thereof nor any other transfer of the possessory interest in the Property may occur without the District's consent and determination that the prospective buyer, lessee or the transferee of any possessory interest is reasonably qualified to perform the obligations created by this Covenant and the Conservation Easement. Neither the District's determination nor its consent shall be unreasonably withheld. All leases or other transfers of a possessory interest in the property shall be in writing, shall acknowledge this Covenant and the Conservation Easement and shall terminate no later than the date the District accepts the offer made in Paragraph 7.A or the date the District accepts the offer made in Paragraph 7.B of this Covenant, whichever is earlier. A failure to comply with these requirements is a material breach of this Covenant and subject to remedies set forth in Paragraph 3.

5. *Third Party Beneficiaries.* The District and Owner do not intend and this Covenant shall not be construed to create any rights in third parties.

6. *Integration.* This Agreement is the final and complete expression of the agreement between the parties and any and all prior or contemporaneous agreements written or oral have

been merged into this written instrument, other than the Conservation Easement which remains in full force and effect.

7. *Inspection.* The District may, within its sole discretion and from time to time, inspect the Property to determine if Owner is in compliance with this Covenant.

8. *Covenant to Bind Successors.* This Covenant shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind Owner and its successors in interest, including but not limited to purchasers at tax sales, assigns, and all persons claiming under them forever. The parties intend that this Covenant shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, officers, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California. Further, the parties agree and intend that this Covenant creates an easement encompassed within the meaning of the phrase “easements constituting servitudes upon or burdens to the property,” and irrevocable offers of dedication encompassed within the meaning of the phrase “unaccepted, recorded, irrevocable offers of dedication,” as those phrases are used in California Revenue & Taxation Code section 3712(d) and (e), or any successor statute then in effect, such that a purchaser at a tax sale will take title to the Property subject to this Covenant.

9. *Subsequent Deeds and Leases.* Owner agrees that a clear reference to this Covenant will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Property (including, but not limited to, a leasehold interest) is conveyed and that Owner will attach a copy of this Covenant to any such instrument. Owner further agrees to give written notice to the District of the conveyance of any interest in the Property at least ten (10) days prior to any such conveyance. These obligations of Owner shall not be construed as a waiver or relinquishment by the District of rights created in favor of the District by Paragraph 8 of this Covenant, and the failure of Owner to perform any act required by this Paragraph 9 shall not impair the validity of this Covenant or limit its enforceability in any way.

OWNER:
COUNTY OF SONOMA

By: _____
Chair of the Board of Supervisors

DISTRICT:
SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By: _____
President of the Board of Directors

ATTEST:

Clerk of the Board of Directors

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIE

Exhibit A
Property Legal Description

Attachment 8

FUNDING AGREEMENT BETWEEN THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT AND THE COUNTY OF SONOMA

Curreri Addition to Sonoma Valley Regional Park

This Agreement (“Agreement”) is made and entered into as of _____, 2014 (“Effective Date”) by and between the Sonoma County Agricultural Preservation and Open Space District, hereinafter referred to as the "District," and the County of Sonoma, hereinafter referred to as the "County."

RECITALS

WHEREAS, the County owns, operates, and maintains parks, open space, recreation facilities and programs within its boundaries; and

WHEREAS, the County intends to acquire fee title to that certain real property located in Sonoma County and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference ("the Property"); and

WHEREAS, the County intends and has agreed to devote the Property to use as a regional park with low-intensity public outdoor recreational uses, subject to a conservation easement and recreation covenant held by the District; and

C. WHEREAS, the County has agreed to convey to District a conservation easement over the Property, generally limiting the use of the Property to natural resource preservation and low-intensity public outdoor recreation consistent with identified open space values. The proposed conservation easement is entitled “Deed and Agreement by and between the County of Sonoma and the Sonoma County Agricultural Preservation and Open Space District Conveying a Conservation Easement and Assigning Development Rights” (“the Conservation Easement”); and

D. WHEREAS, County has also agreed to convey to District a recreation covenant over the Property, to assure the continued and perpetual availability of the property for recreational use consistent with the Conservation Easement. The proposed recreation covenant is entitled “Curreri Addition to Sonoma Valley Regional Park Recreation Conservation Covenant” (“the Recreation Covenant”); and

E. WHEREAS, in accordance with the terms and conditions of this Agreement, the District is willing to assist the County with planning, development, operations and maintenance costs to support interim public access on the Property for a period not to exceed three (3) years after County's acquisition of the Property and in an amount not to exceed \$77,613.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the District and County agree as follows:

A G R E E M E N T

1. *Recitals.* The foregoing recitals are true and correct and are incorporated by this reference.

2. *District Funding*

a. Subject to all terms and conditions herein, the District shall provide up to \$77,613 to be used by the County exclusively for the following tasks ("Tasks"):

- Preparation of Master/Management Plan for the Property and associated analysis under the California Environmental Quality Act ("CEQA")
- Trail and road improvements on the Property
- Signage on the Property
- Operations and maintenance necessary to support initial public access on the Property

The funding amounts per category of Task will be identified in a Work Plan approved by the District pursuant to Section 3.a below ("approved Work Plan").

b. All Tasks shall be undertaken in a manner consistent with the Conservation Easement and the Recreation Covenant. All Tasks shall be in accordance with the approved Work Plan.

c. District's funding under this Agreement shall be available through October 31, 2017. Any funds not expended by November 1, 2017 shall revert back to the District's general account and shall no longer be available under this Agreement.

3. *Procedural Requirements*

a. *Work Plan.* Prior to the disbursement of any funding under this Agreement,

the County shall submit, for District approval, a Work Plan describing all proposed Tasks and, for each Task, establishing a timeline and budget for its completion. The District's approval of the Work Plan shall be based upon the Work Plan's consistency with this Agreement, the Conservation Easement and the Recreation Covenant. The Work Plan shall include: 1) for each Task, a general description of the work to be undertaken; 2) a timeline or schedule for each proposed Task; and 3) a detailed budget for each Task, including proposed expenditure of District funds and the source of any additional funds necessary to accomplish the Task. The Work Plan may be amended from time to time with District's written approval. Such approval shall not be unreasonably withheld.

b. Disbursement of Funds.

i. Pre-Conditions. The District shall not be obligated to disburse any funds unless and until all of the following conditions have been met:

- The District's Board of Directors has appropriated funding under this Agreement.
- The Conservation Easement has been executed and recorded, and the County is in compliance with the terms of the Easement.
- The Recreation Covenant has been executed and recorded, and the County is in compliance with the terms of the Covenant.
- A Work Plan, pursuant to Section 3.a of this Agreement, has been approved by the District.
- County has obtained all permits and approvals necessary for proposed Tasks under applicable local, state and federal laws and regulations.
- Environmental review has been completed to the extent required under the California Environmental Quality Act and the District is satisfied that the proposed Tasks will have no significant adverse environmental impact or are otherwise exempt under the Act.

ii. Payment.

1. Reimbursement. After the Work Plan is approved, County shall complete and submit no more frequently than monthly and no less frequently than quarterly, reimbursement claims in a form acceptable to the District containing at a minimum all the information in the sample form attached hereto as Exhibit B. With each reimbursement claim, County shall include a narrative cover letter describing the work undertaken. The District will pay the claims of County within 30 days of receipt of such claims, provided that the District's General Manager is satisfied that the claims (i) are complete; (ii) include adequate supporting documentation; and (iii) are for eligible expenses reasonably incurred in compliance with this

Agreement.

2. Billing Rates. Billing rates for County's staff shall be as set forth in Exhibit C. Billing rates may be adjusted annually as approved by the County's Board of Supervisors.

3. Final Reimbursement. County shall ensure that the final request for reimbursement filed with the District is clearly labeled as a final request. Upon payment, or final rejection, of the final request for reimbursement, all funds reserved under this Agreement but not expended, shall revert back to the District's general account, and shall no longer be available for disbursement under this Agreement.

4. *Work Requirements*

a. Procurement. In the expenditure of District's funding for goods and services, County shall comply with District's competitive procurement procedures, including those required by laws applicable to a special district created by Public Resources Code section 5500 et seq. Alternatively, subject to District consent, County may use its own competitive procurement procedures, provided that such procedures provide financial protection equal to or greater than those provided by the District's competitive procurement procedures. Should County desire to use its own competitive procurement procedures in lieu of District's, County shall submit its procedures to District for review and approval. If District, in its sole discretion, determines that County's procurement procedures are not sufficiently rigorous, District may deny the request and County shall thereafter use District's procurement procedures for all transactions undertaken in connection with the District's funding. In any event, County shall assure that costs to be reimbursed by District do not exceed fair market value of the goods and services supplied.

b. Prevailing Wage. To the extent any portion of any Task constitutes the performance of a "public work" within the meaning of Labor Code section 1720, County shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.

c. ADA Requirements. County shall ensure compliance with the Americans with Disabilities Act (ADA) in the provision of public access to the Property.

d. Non-Discrimination. County 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, the District's Non-Discrimination Policy. All nondiscrimination rules and regulations required by law to be included in this Agreement are incorporated herein by this reference.

e. Statutory Compliance. All Tasks and all goods and services funded under this Agreement shall be subject to and undertaken in accordance with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

5. *Accounting and Records Keeping*

a. Accounting Requirements. County shall maintain an accounting system that is in accordance with sound generally accepted accounting procedures and standards, and that, at a minimum:

- i. Accurately reflects responsible fiscal transactions, with the necessary controls and safeguards.
- ii. Provides a solid audit trail for all revenues received and all revenues expended under this Agreement, including original source documents such as accountings, purchase orders, receipts, progress payments, invoices, timecards, and evidence of all payments.
- iii. Provides accounting data so the total of all revenues received and expenditures made under this Agreement and each individual component thereof can be readily determined.

b. Records and Access. All financial, accounting, procurement, licenses, insurance, and programmatic records related to all Tasks performed and reimbursements requested shall be maintained by County for no less than five (5) years after final reimbursement under this Agreement. Such records shall be available to District staff at all reasonable times for inspection, copying and analysis.

c. Annual Audit. County shall submit annual audited financial statements related to the District's grant funding to the District by December 31 of each year until the December 31 following final reimbursement under this Agreement.

d. Fiscal and Project Monitoring. All Tasks and all reimbursements requested will be subject to monitoring by the District for compliance with this Agreement. The monitoring may include property inspections and examination of books, papers, accounts, documents or other records of County as they relate to the expenditure of District grant funds.

6. *Property Inspections.* The District shall have the right to enter and inspect the Property upon 24-hour notice for the purposes of ensuring compliance with this Agreement.

7. *Indemnification.* County agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to District, its officers, agents, and employees and to defend, indemnify, hold harmless, reimburse and release District, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including County, arising out of or in connection with this Agreement and/or Tasks undertaken with District funding, whether or not there is concurrent negligence on the part of District, but, to the extent required by law, excluding liability due to the sole or active negligence or the willful misconduct of District. If there is a possible obligation to indemnify, County's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. District shall have the right to select its own legal counsel at the expense of County, subject to County's approval, which approval shall not be unreasonably withheld.

8. *Method and Place of Giving Notice, Making Submissions and Payments.* Except as otherwise expressly provided herein, any notice, reimbursement claim, report, demand, request, approval, disapproval, or other communication that either party desires or is required to give under this Agreement shall be in writing and either served personally or sent by first class mail, private courier or delivery service, or fax addressed as follows:

TO DISTRICT:

General Manager
Sonoma County Agricultural
Preservation and Open Space District
747 Mendocino Avenue
Santa Rosa, CA 95401
Telephone: (707) 565-7360
Fax: (707) 565-7359

THE COUNTY:

Director
Sonoma County Regional Parks 2300
County Center Drive, 120A
Santa Rosa, CA 95403
Telephone: (707) 565-2041
Fax: (707) 579-8247

or to such other address as either party may designate by written notice to the other.

9. *Assignment and Delegation.* The County shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the District, and no such transfer shall be of any force or effect whatsoever unless and until such

consent is received.

10. *Amendment.* No changes in this Agreement shall be valid unless made in writing and signed by the parties to the Agreement. No oral understanding or agreement not incorporated in this Agreement shall be binding on any of the parties.

11. *Miscellaneous Provisions.*

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

b. *Severability and Interpretation.* 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. The County and the District 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. The County and the District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

c. *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, conditioned or delayed.

d. *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.

e. *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.

f. *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 set forth below.

APPROVED:

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE
DISTRICT

General Manager

Date: _____

APPROVED:

THE COUNTY OF SONOMA

Director of Regional Parks

Date: _____

Exhibits (which are attached hereto and incorporated by this reference):

A: Legal Description

B: Sample Reimbursement Claim

C: Billing Rates

Exhibit A
Legal Description

Exhibit C
Billing Rates

For reimbursement of Regional Parks Planning staff time for services provided, the following hourly rates apply:

Employee	Title	FY1314		
		Salary	S&B	Incl. Overhead
CLEVELAND, MARK	Senior Park Planner	45.36	77.56	135.24
EDGERTON, ANNA	Senior Office Assistant	22.2	43.25	74.90
DAVIS BROWN, KAREN	Planner I	25.84	61.69	92.58
WILKINSON, SCOTT	Planner II	31.08	53.27	79.95
TAM, KENNETH	Park Planner II	37.77	68.72	119.84
TYREE, ELIZABETH	Department Analyst	35.89	64.50	96.80
EHRET, STEVEN	Park Planning Manager	44.32	78.88	137.53
SHARRON, ADAM	Planning Technician	15.13	27.43	41.33

Rates for FY 14-15 have not yet been adopted. Rates may be increased annually pursuant to review and adoption by the Board of Supervisors.

Exhibit C
REGIONAL PARKS
FEE AND REVENUE SUMMARY CHART, STAFF CHARGES
(effective 07/01/14)

Regional Parks Department	CURRENT	PROPOSED
FEE DESCRIPTION	RATE Effective 7/1/2013	RATE Effective 7/1/2014

15-32

REGIONAL PARKS - Regional Parks (Department-wide)

HOURLY RATE ADJUSTMENTS:

Staff Charges for facility users or damage

Building Mechanic II (General Services)	\$90.32	\$96.07
Lifeguard A	\$26.78	\$27.47
Lifeguard B	\$28.10	\$28.79
Lifeguard C	\$29.67	\$30.44
Lifeguard Supv	\$37.76	\$38.79
Park Aide	\$25.34	\$25.57
Park Ranger Assistant	\$34.66	\$35.75
Park Ranger I	\$84.08	\$87.37
Park Ranger II	\$94.89	\$98.28
Supervising Ranger	\$113.53	\$118.03
Undergrad Intern	\$23.02	\$24.26
Park Grounds and Maintenance Worker II	\$81.35	\$84.22
Park Grounds and Maintenance Worker I	\$31.83	\$32.87
Park Maintenance Supervisor	\$90.84	\$95.25

Justification:

events that require additional staffing, (2) staff costs for repair of damage caused by special events, (3) setup of specialized equipment by County staff, (4) staff costs for maintenance and grounds services.

The proposed fee represents the actual cost of providing staffing and will be used to help offset the cost of providing staffing services associated with special events at County facilities. The Department has established these rates based on the budgeted cost of salary plus benefits for positions with administrative overhead included in the rates. Regional Parks has calculated the rates for all Regional Park staff. Building Mechanic rates are established with General Services and charged through Regional Parks. Rate increases would become effective July 1, 2014.

Attachment 9

Curreri Addition to Sonoma Valley Regional Park

Funding Request by Regional Parks to District

Total: \$77,613

Initial Public Access: \$50,000

Item	District Contribution	Notes
Master Plan and CEQA	\$30,000	Includes traffic study, cultural study, CA red-legged frog biological opinion, Mitigated Negative Declaration
Road/Trail Improvements	\$15,000	
Signage	\$5,000	
Total	\$50,000	

3-Year Operations & Maintenance: \$27,613

Park Operations services estimated at \$10,748 total over three years.

Park Operations staff will provide regular park patrols, routine light maintenance and repairs to park infrastructure, and respond to emergencies or other issues on the property as necessary.

Park Operations Service Categories

Patrol, Opening, Closing	Vehicular & Foot Patrols, Gate Opening/Close, Routine Public Interactions, Resolving Daily Issues, Park Rule Enforcement, Supporting Volunteer Programs: Trail Walkers, MAU.
Light Maintenance	Minor Maintenance Projects, Vegetation Management, Vandalism Repairs, Graffiti Removal
Public Safety (LE & EMS)	Law Enforcement and Emergency Responses, Search & Rescue / Missing Persons, Citations, Report Writing, Trainings, Illegal Camping Management

Park Maintenance services estimated at \$16,865 total over three years.

Park Maintenance staff will maintain existing infrastructure (gates and fences) and maintain vegetation to reduce risk of fire from the Hwy 12 corridor and existing roads on the property. The property will be evaluated annually for storm water controls to maintain and ensure operability during the wet season.

Park Maintenance Service Categories

Infrastructure	Storm Water Drains/Culverts, Fencing (all types: Galvanized, Barbed Wire, Split Rail), Gates (Manual & Electric)
Non Paved Surfaces	Repairs and Maintenance on Gravel Driveways, Dirt & Gravel Trails, Trail Shoulders.
Park Amenities	Maintenance and Repairs on: Tables, Benches, Signs.
Vegetation Management	Planting, Mowing, Pruning, Weeding, and Mulching for any purpose (aesthetics, fire abatement, safety, usability).

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)
OF REAL PROPERTY BY THE
BOARD OF SUPERVISORS
COUNTY OF SONOMA

This is to certify that the interests in real property described in the attached Exhibit A, conveyed by the Grant Deed dated _____ from the Sonoma Land Trust, a California nonprofit corporation, to the County of Sonoma, a political subdivision of the State of California, (“Grantee”), is hereby accepted by the Chair of the Board of Supervisors, pursuant to the authority conferred by Resolution No. _____ of the Board of Supervisors, dated _____ and the Grantee consents to the recording thereof by its duly authorized officer.

County of Sonoma

Dated: _____

By: _____
David Rabbitt, Chair
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Exhibit A

Property Legal Description

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

This is to certify that the interests in real property conveyed by the Conservation Easement Agreement dated _____ from the County of Sonoma, a public agency, to the Sonoma County Agricultural Preservation and Open Space District, a governmental agency formed pursuant to the provisions of Public Resources Code Section 5506.5, is hereby accepted by the President of the Board of Directors on behalf of the District pursuant to the authority conferred by Resolution No. _____ of the Board of Directors, dated _____ and the District consents to the recording thereof by its duly authorized officer.

Sonoma County Agricultural Preservation and
Open Space District

Dated: _____

By: _____
David Rabbitt, President
Board of Directors

ATTEST:

Clerk of the Board of Directors

Attachment 12

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

This is to certify that the interests in real property conveyed by the Recreation Conservation Covenant dated _____ from the County of Sonoma, a public agency, to the Sonoma County Agricultural Preservation and Open Space District, a governmental agency formed pursuant to the provisions of Public Resources Code Section 5506.5, is hereby accepted by the President of the Board of Directors on behalf of the District pursuant to the authority conferred by Resolution No. _____ of the Board of Directors, dated _____ and the District consents to the recording thereof by its duly authorized officer.

Sonoma County Agricultural Preservation and
Open Space District

Dated: _____

By: _____
David Rabbitt, President
Board of Directors

ATTEST:

Clerk of the Board of Directors



NOTICE OF EXEMPTION

To: County Clerk, Sonoma County
2300 County Center Drive, B177
Santa Rosa, California 95403

From: Sonoma County Regional Parks
2300 County Center Drive, Suite 120A
Santa Rosa, California 95403

The Sonoma County Regional Parks Department, pursuant to Section 23A-11 of the Sonoma County Code, determines that the following project is exempt from the requirements of the California Environmental Quality Act:

CURRERI PROPERTY - ACQUISITION

Project Title

13600 Highway 12

APN: 054-270-034 (portion)

Project Location - Specific

Unincorporated, Glen Ellen

Sonoma

Project Location - City

Project Location - County

Description of Nature, Purpose, and Beneficiaries of Project: The project consists of acquisition of fee title to the Curreri property from the Sonoma Land Trust to expand Sonoma Valley Regional Park. The property consists of a total of 28.97± acre portion of the Assessor Parcel listed above and will be added to the 203-acre Sonoma Valley Regional Park described as APN 054-150-011 and -012. The purpose of the acquisition is to preserve the open space values of the property and preserve the property for the benefit of the general public into the future. While existing trails across the Curreri property connect to the existing Sonoma Valley Regional Park, a comprehensive master plan has not yet been established for the property. The County will prepare a management plan for the recreational use of the property at some point in the future. Until that time, the County will manage the existing facilities and the surrounding property will remain in its natural condition until appropriate CEQA analysis and master plan is completed. The County may replace or reconstruct existing fences, gates, and benches, provide minor fuel management and debris removal, limited habitat restoration, and provide for interim public use to acquaint the public with the property.

Sonoma County

Sonoma County Regional Parks Department

Public Agency Approving Project

Person or Agency Carrying Out Project

Exempt Status

- | | | |
|-------------------------------------|-----------------------|--|
| <input type="checkbox"/> | Ministerial | [\$21080(b)(1); §15268; §15269(b)(c)] |
| <input type="checkbox"/> | Declared Emergency | [\$21080(b)(3); §15269(a)] |
| <input type="checkbox"/> | Emergency Project | [\$21080(b)(4)] |
| <input type="checkbox"/> | Statutory Exemption | §15260-15285 |
| <input type="checkbox"/> | General Rule | §15061(b)(3): Review for Exemption |
| <input checked="" type="checkbox"/> | Categorical Exemption | §15301: Existing Facilities; §15302: Replacement or Reconstruction; §15304: Minor Alterations to Land; §15306: Information Collection; §15311: Accessory Structures; §15316: Transfer of Ownership of Land in Order to Create Parks; and §15004: Time of Preparation |

Reasons why project is exempt: The project consists of the acquisition of property, management and operation of existing trail facilities. The County has not prepared a comprehensive Management Plan for the property and therefore, the property will remain in its current natural condition until such time that the County has prepared a management plan and has completed CEQA compliance for future park development. The project will not result in the removal healthy, mature, scenic trees, and will not result in cumulative impacts or significant effects to scenic or historical resources. The project area is not located on a site that is included on the lists compiled pursuant to §65962.5 of the Government Code. The acquisition will not affect any wetland, officially designated scenic area, or officially mapped area of severe geologic hazard.

Contact Person: Steve Ehret, Planning Manager
Sonoma County Regional Parks Department

Telephone Number: (707) 565-2041

Date: October 21, 2014

SONOMA COUNTYAGRICULTURAL
PRESERVATION
& OPEN SPACE**NOTICE OF EXEMPTION**
CALIFORNIA ENVIRONMENTAL QUALITY ACT

D I S T R I C T

PROJECT TITLE: Curreri Property Conservation Easement**PROJECT LOCATION:** 13600 Hwy 12, Glen Ellen, 95442, CA**PROJECT DESCRIPTION:** The Sonoma County Agricultural Preservation and Open Space District (District) is proposing to purchase a conservation easement and recreation conservation covenant for the purposes of preserving the open space, scenic, and natural values of the property and to support public recreational use. In accordance with a funding agreement, the District will provide funding to Sonoma County for operation and maintenance of the property and to plan for and develop initial public access improvements, for which a future master plan and CEQA analysis will be completed.**PUBLIC AGENCY APPROVING PROJECT:** Sonoma County Agricultural Preservation and
Open Space District
747 Mendocino Avenue, Suite 100
Santa Rosa, CA 95401-4850**PUBLIC AGENCY CONTACT:** Sara Press, Associate Open Space Planner (707) 565-7360**EXEMPT STATUS:**

- Ministerial** (Section 15073)
- Declared Emergency** (Section 15071(a))
- Emergency Project** (Section 15071(b) & (c))
- Categorical Exemption** pursuant to Sections 15313(a) and (c) (Acquisition of Lands for Wildlife Conservation Purposes), 15316(a) (Transfer of Ownership of Land in Order to Create Parks), 15317 (Open Space Contracts or Easements), and 15325 (a), (c), and (f) (Transfer of Ownership of Interest in Land to Protect Existing Natural Conditions) of Title 14, of the California Environmental Quality Act (CEQA). In addition, to the extent that the funding agreement anticipates funding for operation and maintenance of the property prior to development of a master plan, it is exempt as providing for repair and maintenance of existing facilities (CEQA Guidelines Section 15301); replacement or reconstruction (CEQA Guidelines Section 15302); minor alterations to land (CEQA Guidelines Section 15304); information collection (CEQA Guidelines Section 15306) and accessory structures (CEQA Guidelines Section 15311).

REASONS WHY PROJECT IS EXEMPT:

The project is exempt pursuant to Section 15313(a) and (c), Acquisition of Lands for Wildlife Conservation Purposes, of Title 14 of the California Code of Regulations because the purpose of the acquisition is to preserve fish and wildlife habitat, and to preserve access to public lands and waters where the purpose is to preserve the land in its natural condition, respectively. The conservation easement restricts use on the

Property solely to natural resource protection, habitat restoration and enhancement, and recreational and educational activities.

Alternatively, the project is exempt pursuant to Section 15316(a), Transfer of Ownership of Land in Order to Create Parks, of Title 14 of the California Code of Regulations because the purpose of the acquisition is to establish a public park where the land is in a natural condition and a management plan has not been prepared.

Alternatively, the project is exempt pursuant to Section 15317, Open Space Contracts or Easements, of Title 14 of the California Code of Regulations because the purpose of the acquisition is to maintain the open space character of the area. The project restricts use on the property primarily to natural resource protection and recreational and educational activities, thus maintaining the open space character of the property.

Alternatively, the project is exempt pursuant to Section 15325(a), (c) and (f), Transfer of Ownership of Interest in Land to Preserve Existing Natural Conditions, of Title 14 of the California Code of Regulations because the purpose of the acquisition is to preserve the existing natural conditions including plant and animal habitats, to allow for restoration of natural conditions including plant and animal habitats, and to preserve open space or lands for park purposes, respectively. The project limits structures and improvements on the property, and provides for public recreational and educational opportunities.

Alternatively, to the extent that the funding agreement anticipates funding for operation and maintenance of the property prior to development of a master plan, the project is exempt pursuant to Section 15301 Existing Facilities, of Title 14 of the California Code of Regulations because the purpose of the funding is to operate, repair and maintain existing facilities.

Alternatively, to the extent that the funding agreement anticipates funding for operation and maintenance of the property prior to development of a master plan, the project is exempt pursuant to Section 15302 Replacement or Reconstruction, of Title 14 of the California Code of Regulations because the purpose of the funding is to provide for replacement or reconstruction of existing structures and facilities.

Alternatively, to the extent that the funding agreement anticipates funding for operation and maintenance of the property prior to development of a master plan, the project is exempt pursuant to Section 15304 Minor Alterations to Land, of Title 14 of the California Code of Regulations because the purpose of the funding is to implement minor alterations of land, water and/or vegetation which do not involve removal of healthy, mature, scenic trees.

Alternatively, to the extent that the funding agreement anticipates funding for operation and maintenance of the property prior to development of a master plan, the project is exempt pursuant to Section 15306 Information Collection, of Title 14 of the California Code of Regulations because the purpose of the funding is to conduct resource evaluation activities which do not result in a serious or major disturbance to an environmental resource.

Alternatively, to the extent that the funding agreement anticipates funding for operation and maintenance of the property prior to development of a master plan, the project is exempt pursuant to Section 15311 Accessory Structures, of Title 14 of the California Code of Regulations because the purpose of the funding is to construct or replace minor structures in an open space preserve such as signs and portable restrooms.

Alternatively, to the extent that the funding agreement anticipates funding for capital improvements, those improvements have not yet been determined and will be subject to CEQA analysis prior to any District funding. The District's reservation of such funding in connection with the transfer of the property is exempt pursuant to Section 15316(a), transfer of ownership of land in order to create parks when a management plan has not been prepared, of Title 14 of the California Code of Regulations.

THIS NOTICE OF EXEMPTION IS BEING FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT.

William J. Keene, General Manager
SCAPOSD



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 44
(This Section for use by Clerk of the Board Only.)

To: County of Sonoma Board of Supervisors

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Liz Yager: 707-565-6167

Supervisorial District(s):

All

Title: Sonoma County PACE (Property Assessed Clean Energy) Financing Marketplace

Recommended Actions:

Establish the Sonoma County Property Assessed Clean Energy (PACE) Financing Marketplace to allow property owners in the unincorporated area of Sonoma County to participate in additional financing programs for water and energy efficiency upgrades and the installation of renewable energy by:

1. Authorizing the Director of General Services to execute Agreements for Collaborative Services between the County and CaliforniaFIRST and California HERO to provide PACE financing options to County property owners;
2. Approving an amendment to the Western Riverside Council of Governments Joint Powers Agreement and authorizing the Chair to execute such amendment to add the County of Sonoma as an Associate Member in order to authorize the County's participation in the California HERO Program; and
3. Adopting the required resolutions allowing residents in the unincorporated areas of Sonoma County to participate in the CaliforniaFIRST and California HERO PACE financing products made available through the Financing Marketplace.
 - a. Resolution of The Board of Supervisors of The County of Sonoma, State Of California, consenting to inclusion of properties within the County's unincorporated area in the California HERO Program to finance distributed generation renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure and approving the amendment to a certain joint powers agreement related thereto; and
 - b. Resolution of the Board of Supervisors of the County of Sonoma, State Of California, authorizing the County of Sonoma to join the CaliforniaFIRST Program; Authorizing the California Statewide Communities Development Authority to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the unincorporated territory of the county; and Authorizing related actions

Executive Summary:

As operator of the Energy Independence Office, the Energy and Sustainability Division (the “Division”) of General Services has developed the Financing Marketplace model to promote the effectiveness and sustainability of PACE financing by expanding the options available to property owners to implement water and energy efficiency upgrades and the installation of renewable energy.

History and Background

The Energy and Sustainability Division of the County of Sonoma’s General Services Department was created in 2006 to promote and deliver solutions necessary to mitigate environmental impacts associated with climate change. The Division’s core competencies include providing focus and expertise to reduce greenhouse gas emissions through “buildings and behaviors” along with a strength in coordination with partner organizations such as the Regional Climate Protection Authority. The central functions of the Division include tracking and reporting County operations’ internal utility services, facilitating reduction of internal greenhouse gas emissions, participating in regional coordination efforts, leveraging best practice and policy development efforts, and educating the public about the benefits of building performance upgrades. The Division is also the operational entity for: (a) the Sonoma County Energy Independence Program PACE Financing Product (also known as SCEIP); (b) the Sonoma County Energy Watch Local Government Partnership with Pacific Gas and Electric (also known as SCEW); (c) the operations administrator for the Town of Windsor’s Pay as You Save (PAYS®) on-water-bill financing program; and (d) staff support for the City of Healdsburg Electric Residential Energy Efficiency and Rebate Program.

The Division serves as a community clearinghouse of information, tools, services, programs, and resources for the general public, contractor communities, and other public entities engaged in pursuing energy efficiency and renewable energy initiatives. As part of its role as the operator and manager of the Sonoma County Energy Independence Program, the focus of this report is the Division’s proposal to implement the Financing Marketplace concept as a means to increase the availability and accessibility to a growing number of PACE financing products.

Goals and Benefits of the Financing Marketplace:

The Financing Marketplace is the brand name recommended by staff for a program concept that will integrate additional financing options for water and energy efficiency upgrades and the installation of renewable energy through the Energy Independence Office to complement the SCEIP (Sonoma County Energy Independence Program) financing option currently provided by the County Treasury. In addition, this collaboration with Marketplace PACE participating providers will leverage outreach efforts, expand opportunities for customer engagement, increase local contractor engagement, increase access to project impact data, and maximize program efficiency and effectiveness.

To achieve the speed and scale needed to reach Sonoma County’s community goals for energy independence, the Marketplace will specifically :

- a. Expand funding capacity – Bonding capacity of the SCEIP Financing product from the County Treasury is limited to \$60 million with \$46 million currently extended. Estimates of the funding needed to affect the current community climate action goals of retrofitting 80% of the existing buildings with a 30% efficiency improvement in Sonoma County by 2015 exceed \$2 billion dollars. The Marketplace Members will augment the public investment with private sector funds

- promoting and safeguarding the sustainability of the County's PACE initiative for the long term.
- b. Provide consumer choice – The business model intrinsic to the Financing Marketplace is to provide financing options in a 'lending-tree-like' model for the consumer. It will make available to property owners financing choices that best meet their individual situations and interests while facilitating successful retrofit and/or renewable generation installations.
 - c. Increase program momentum and sustain and grow the contractor community – A key benefit of engaging additional financing partners is the opportunity to expand and leverage outreach efforts, increase the number of completed projects, and provide new tools and resources to local contractors.
 - d. Maintain a single point of information and coordination for all PACE efforts – Retain and leverage the role the Energy Independence Office plays in the community as the not-for-profit, neutral third party operating for the public benefit. Housing the oldest PACE program in the Country, the Energy Independence Office has established itself as the "go to" centralized entity to secure information on the value of upgrades, contractor resources, rebates, and financing options. Under the Financing Marketplace concept, the Office will continue to serve in that capacity while working collaboratively with the private sector resources to promote and implement PACE finance projects.
 - e. Facilitate efforts to consolidate and capture data of community retrofit and renewable energy project results. The Marketplace PACE concept and subsequent partnership has the collateral benefit of providing additional technology and tools that will be utilized and assimilated with the Energy Independence Office database structure to better record, monitor and assess program activity and impacts; and
 - f. Accelerate progress toward meeting the climate action goals of each jurisdiction and community-wide greenhouse gas reduction targets.

Marketplace Member candidate identification process:

- Energy and Sustainability staff have been researching, developing and refining the concept of the Financing Marketplace with other PACE providers for the past year.
- A Request for Information (RFI) was released through the General Services Purchasing Division and sent directly to over 45 known PACE interested parties in October of 2013.
- Four Property Assessed Clean Energy financing providers responded to the RFI: CaliforniaFIRST, Figtree Financing, HERO, and Ygrene Energy Fund.

Evaluation of responses to the RFI informed the development of the Agreement for Collaborative Services.

Candidates for Financing Marketplace Membership include (listed alphabetically):

CaliforniaFirst: CaliforniaFIRST has accepted the terms of the Agreement for Collaborative Services. The California Statewide Communities Development Authority ("California Communities") is a joint powers authority the members of which include numerous cities and counties in the State of California, including the County of Sonoma. Its mission is to provide local governments access to low-cost financing for projects that provide a tangible public benefit, contribute to social and economic growth, and improve the overall quality of life in local communities. California Communities established the CaliforniaFIRST Property Assessed Clean Energy (PACE) program to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements (the "Improvements") through

the levy of contractual assessments under California Assembly Bill 811 (Levine, 2008) (“AB 811”).

California HERO: California HERO has accepted the terms of the Agreement for Collaborative Services. The Western Riverside Council of Governments (WRCOG) is a joint powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time. WRCOG has established the California HERO Program (Home Energy Renovation Opportunity) to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure through the levy of contractual assessments under AB811 within counties and cities throughout the State of California that elect to participate in the program. County participation in the HERO Program requires the County to join the WRCOG JPA as an Associate Member. Joining the JPA is accomplished by adopting the resolution accompanying this staff report and approving and executing an amendment to the joint exercises of powers agreement to add the County as an associate member solely for the purposes of implementing the PACE program within the County’s jurisdictional boundaries.

Figtree: Staff continues to work with Figtree and California Enterprise Development Authority ("CEDA") on the terms of the Agreement for Collaborative Services. CEDA is a joint powers authority, comprised of cities and counties in the State of California, including the County of Sonoma. Its mission is to bring financing options and information to businesses and economic developers to help manufacturers, non-profits, and California communities looking for financing resources. CEDA has established the Figtree Property Assessed Clean Energy (PACE) and Job Creation Program to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements through the levy of contractual assessments under AB811.

Ygrene: Ygrene is reviewing the format of their service delivery model within the Financing Marketplace format and is not prepared to join at this time. Ygrene Energy Fund is a privately held Delaware Sub-Chapter S Corporation (2010). Dennis R. Hunter is the sole principal. Ygrene offers Property Assessed Clean Energy (PACE) financing based on California Senate Bill 555 (Hancock, 2011) (“SB 555”). SB555 allows for the formation of a clean energy community facilities district (Mello-Roos Community Facilities Act of 1982), by the County Board of Supervisors. The District, if created, would provide for the levy of a special tax to finance or refinance the acquisition, installation, and improvement of energy efficiency, water conservation, and renewable energy improvements permanently affixed to or on real property or in buildings.

Staff will bring forward agreements and participation documents with Figtree and Ygrene if negotiations are successful.

PACE Product Comparison Chart (rates and fees subject to change):

	CAFIRST	CA HERO	SCEIP
Property Types	Residential Commercial	Residential Commercial	Residential Commercial
Interest Rate	Residential (as of 7/16) <ul style="list-style-type: none"> ▪ 5 yr - 6.75% ▪ 10 yr - 7.90% ▪ 15 yr - 8.50% ▪ 20 yr - 8.75% 	Residential <ul style="list-style-type: none"> ▪ 5 yr - 5.95% ▪ 10 yr - 7.95% ▪ 15 yr - 8.75% ▪ 20 yr - 8.95% 	Residential 7.0%

	Commercial Varies	Commercial <ul style="list-style-type: none"> ▪ 5 yr- 5.75% ▪ 10 yr - 6.00% ▪ 15 yr - 6.25% ▪ 20 yr - 6.50% 	Commercial 7.0%
Fees	Vary	Vary	Market valuation \$12 Annual asmt admin \$44 Title \$125 Recordation \$66
Minimum / Maximum	<ul style="list-style-type: none"> ▪ Residential \$5,000 up to lesser of \$200,000 or 10% of the value of the property and combined amount financed under the program plus mortgage-related debt cannot exceed 100% of the value of the property ▪ Commercial minimum \$50,000 to \$500,000 	\$5,000 up to 10% property value	\$2,500 up to 10% property value
Terms	5 to 20 years	5, 10, 15 or 20 year	10 or 20 year
Eligible Improvements	Energy, Water, Renewable	Energy, Water, Renewable	Energy, Water, Renewable
Prepayment Penalty	Yes, in years 1-5	No	No

Financing Marketplace Implementation Plan:

1. Any interested PACE financing product provider wishing to participate in the Sonoma County PACE Financing Marketplace as a Marketplace Member will be asked to agree to an “Agreement for Collaborative Services”. The Agreement establishes the terms, conditions and roles each PACE financing provider will follow to safeguard consumer interests and promote program success. The Agreement addresses such items as: project bids from local contractors, requiring permits for all projects, lending disclosures, participating contractor standards, open information and data sharing, marketing, and a commitment to a collaborative relationship while the financing products compete in the marketplace. The items addressed in the Agreement for Collaborative Services mirror the conditions and safeguards endorsed by your Board for the SCEIP and which have guided program operations since inception. The Agreement does not outsource Energy Independence Office operations nor does it obligate the County in the financial relationship between the PACE financing product provider and property owners using the products.
2. A requirement intrinsic to the legislation that established the PACE financing structure is that each participating jurisdiction must adopt a resolution of participation for each PACE financing product.

To that end the Energy and Sustainability Division staff has and will continue to provide support to local City and Town staff as they bring forward the resolutions required to allow property owners to access the additional Marketplace financing products in their jurisdictions alongside the SCEIP financing product. Concurrently, Division staff and the Marketplace PACE financing providers will establish a structure that facilitates property owners, businesses, and contractors to participate in the Marketplace in a seamless and efficient manner.

3. Subsequent to the execution of the Agreements for Collaborative Services, the adoption of required resolutions, and the official launch of the Financing Marketplace, Division staff will work with each of the Marketplace PACE financing providers to ensure that the terms, conditions, and goals established in the Agreement for Collaborative Services are met.
4. Energy and Sustainability Division staff and Marketplace PACE financing providers will coordinate and collaborate with participating cities/towns in overseeing local PACE efforts and provide information and data required to demonstrate that the goals and benefits of the PACE financing concept are safeguarded and expanded.
5. Division staff will report to the Board, at their pleasure, on aggregate results achieved in the community.

The proposed Financing Marketplace concept is a unique collaborative structure that intends to leverage the oversight and coordination experience developed by the County in creating and implementing the first PACE marketplace in the State with the entrepreneurial approach and focus provided by the multiple private sector PACE providers that have evolved in the past several years. The end objective is to expand the number of financing options available to county property owners, increase the level of program participation and subsequently capture the environmental benefits derived from the projects facilitated by the program.

Prior Board Actions:

None

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Sonoma County PACE Financing Marketplace will provide additional Property Assessed Clean Energy (PACE) financing options to property owners throughout the county for energy efficiency, water conservation, and renewable energy generation improvements to their properties. These improvements result in reduced energy use, reduced greenhouse gas emissions, increased utility bill savings, increased employment for building contractors and suppliers, and facilitates all County, City and State efforts to meet their aggressive climate plan goals.

Fiscal Summary - FY 14-15

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

Narrative Explanation of Fiscal Impacts (If Required):

N/A – No budget adjustments required at this time.

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 - Time expenditures are not significant and fall within regional collaboration efforts.

Attachments:

- A. Resolution for participation for property owners in the unincorporated areas in the PACE financing product provided by CaliforniaFIRST as a member of the Marketplace.
- B. Resolution for participation for property owners in the unincorporated areas in the PACE financing product provided by HERO as a member of the Marketplace. Including Exhibit A - Amendment to the Joint Powers of the Western Riverside Council of Governments Agreement adding the County of Sonoma as an Associate Member of the Western Riverside Council of Governments to permit the provision of Property Assessed Clean Energy (Pace) Program Services within such County.
- C. Joint Powers Agreement of the Western Riverside Council of Governments.

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

- 1. Agreement of Collaboration between the County and CaliforniaFIRST.
- 2. Agreement of Collaboration between the County and HERO.



County of Sonoma
State of California

Attachment A

Date: October 21, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

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

AUTHORIZING THE COUNTY OF SONOMA TO JOIN THE CALIFORNIAFIRST PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE UNINCORPORATED TERRITORY OF THE COUNTY; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (“California Communities”) is a joint exercise of powers authority the members of which include numerous cities and counties in the State of California, including the County of Sonoma (the “County”); and

WHEREAS, California Communities has established the CaliforniaFIRST program (the “CaliforniaFIRST Program”) to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements (the “Improvements”) through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code (“Chapter 29”) and the issuance of improvement bonds (the “Bonds”) under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the “1915 Act”) upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the County desires to allow the owners of property (“Participating Property Owners”) within the unincorporated territory of the County to participate in the CaliforniaFIRST Program and to allow California Communities to conduct assessment proceedings under Chapter 29 within the unincorporated territory of the County and to issue Bonds under the 1915 Act to finance the Improvements; and

WHEREAS, California Communities will conduct assessment proceedings under Chapter 29 and issue Bonds under the 1915 Act to finance Improvements;

WHEREAS, the County will not be responsible for the conduct of any assessment proceedings; the levy of assessments or any required remedial action in the case of delinquencies in such assessment

Resolution #

Date:

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payments; or the issuance, sale or administration of the Bonds or any other bonds issued in connection with the CaliforniaFIRST Program; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Sonoma as follows:

Section 1. This Board of Supervisors hereby finds and declares that properties in the unincorporated territory of the County will benefit from the availability of the CaliforniaFIRST Program within the unincorporated territory of the County and, pursuant thereto, the conduct of special assessment proceedings by California Communities pursuant to Chapter 29 and the issuance of Bonds under the 1915 Act.

Section 2. In connection with the CaliforniaFIRST Program, the County hereby consents to the conduct of special assessment proceedings by California Communities pursuant to Chapter 29 on any property within the unincorporated territory of the County and the issuance of Bonds under the 1915 Act; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The County will not be responsible for the conduct of any assessment proceedings; the levy of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Bonds or any other bonds issued in connection with the CaliforniaFIRST Program.

(3) The issuance of Bonds will occur following receipt of a final judgment in a validation action filed by California Communities pursuant to Code of Civil Procedure Section 860 that the Bonds are legal obligations of California Communities.

Section 3. Pursuant to the requirements of Chapter 29, California Communities has prepared and will update from time to time the "Program Report" for the CaliforniaFIRST Program (the "Program Report"), and California Communities will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

Section 4. The appropriate officials and staff of the County are hereby authorized and directed to make applications for the CaliforniaFIRST program available to all property owners who wish to finance Improvements; provided, that California Communities shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the County Administrator from time to time, are hereby designated as the contact persons for California Communities in connection with the CaliforniaFIRST Program:

Resolution #

Date:

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County of Sonoma, General Services Department
Energy and Sustainability Division
2300 County Center Drive, Suite A101
Santa Rosa, CA 95403
707-565-6470
Attn: Program Manager

Section 5. The appropriate officials and staff of the County are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents as are reasonably required by California Communities in accordance with the Program Report to implement the CaliforniaFIRST Program for Participating Property Owners.

Section 6. The Board of Supervisors hereby finds that adoption of this Resolution is not a “project” under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

Section 7. This Resolution shall take effect upon execution of the Agreement for Collaborative Services between the County and California Communities. The Clerk of the Board is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of California Communities.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Attachment B

Date: October 21, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

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

CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE COUNTY’S UNINCORPORATED AREA IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO

Whereas, the Western Riverside Council of Governments (“Authority”) is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

Whereas, Authority has established the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the “Improvements”) pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) within counties and cities throughout the State of California that elect to participate in such program; and

Whereas, County of Sonoma (the “County”) is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

Whereas, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

Whereas, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

Resolution #

Date:

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Whereas, the County wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners the County in financing such Improvements; and

Whereas, Authority has established the California HERO Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the County of Sonoma as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the County (the "JPA Amendment"), by and between Authority and the County, a copy of which is attached as Exhibit "A" hereto, to assist property owners within the unincorporated area of the County in financing the cost of installing Improvements; and

Whereas, the County will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

Now, Therefore, Be It Resolved

1. This Board of Supervisors finds and declares that properties in the County's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of the Improvements.

2. This Board of Supervisors consents to inclusion in the California HERO Program of all of the properties in the unincorporated territory within the County and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this Board of Supervisors constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

4. This Board of Supervisors hereby approves the JPA Amendment and authorizes the execution thereof by appropriate County officials.

5. County staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the County, and report back periodically to this Board of Supervisors on the success of such program.

Resolution #

Date:

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6. This Resolution shall take effect upon execution of the Agreement for Collaborative Services between the County and Authority. The Clerk of the Board of Supervisors is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

EXHIBIT A

**AMENDMENT TO THE JOINT POWERS AGREEMENT
ADDING COUNTY OF SONOMA AS
AN ASSOCIATE MEMBER OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN
ENERGY (PACE) PROGRAM SERVICES WITHIN SUCH COUNTY**

This Amendment to the Joint Powers Agreement (“JPA Amendment”) is made and entered into on the 21 day of October, 2014, by County of Sonoma (“County”) and the Western Riverside Council of Governments (“Authority”) (collectively the “Parties”).

RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Joint Exercise of Powers Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the “Regular Members”).

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy (“PACE”) program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority has established a PACE program known as the “California HERO Program” pursuant to Chapter 29 which authorizes the implementation of such PACE financing program for cities and counties throughout the state; and

WHEREAS, County desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority under Chapter 29, as it is now enacted or may be amended hereafter, to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit County to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the unincorporated territory of County; and

WHEREAS, pursuant the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services through the California HERO Program, including the operation of such PACE financing program, within the unincorporated territory of County; and

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WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of County and Authority with respect to the implementation of the California HERO Program within the unincorporated territory of County.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

A. JPA Amendment.

1. The Authority JPA. County agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, County shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of County as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the unincorporated territory of County. Except as expressly provided for by this JPA Amendment, County shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. County shall not be considered a member for purposes of Section 9.1 of the Authority JPA. The forgoing sentence shall not be read to limit the applicability of Section 5.1 of the Authority JPA to this County.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

B. Implementation of California HERO Program within County Jurisdiction.

1. Boundaries of the California HERO Program within County Jurisdiction. The boundaries within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries") shall include the entire unincorporated territory of County.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be

Resolution #

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authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Implementation of California HERO Program Within the Program Boundaries. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall implement its plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program within the Program Boundaries.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

County will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. County entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

C. Miscellaneous Provisions.

1. Withdrawal. Authority may withdraw from this JPA Amendment upon six (6) months written notice to the County; provided, however, there is no outstanding indebtedness of Authority within the County. The provisions of Section 6.2 of the Authority JPA shall not apply to County under this JPA Amendment. County may withdraw approval for conduct of the HERO Program within the jurisdictional limits of County upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. County withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of County's notice of withdrawal.

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Date:

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2. Indemnification and Liability. Authority shall defend, indemnify and hold the County and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the Authority or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. County shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. County recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by County.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609
Att: Executive Director

County:

County of Sonoma, General Services Department
Energy and Sustainability Division
2300 County Center Drive, Suite A101
Santa Rosa, CA 95403
Attn: Program Manager

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among

Resolution #

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the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

Resolution #

Date:

Page 9

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: _____

Date: _____

Executive Committee Chair

Western Riverside Council of Governments

COUNTY OF SONOMA

By: _____

Date: _____

David Rabbitt

Chair, Sonoma County Board of Supervisors

JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS

This Agreement is made and entered into on the 1st day of April, 1991, pursuant to Government Code Section 6500 et. seq. and other pertinent provisions of law, by and between six or more of the cities located within Western Riverside County and the County of Riverside.

RECITALS

A. Each member and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The purpose of the formation is to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments. The Council will explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

C. When authorized pursuant to an Implementation Agreement, the Council shall manage and administer thereunder.

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

I.

PURPOSE AND POWERS

1.1 Agency Created.

There is hereby created a public entity to be known as the "Western Riverside Council of Governments" ("WRCOG"). WRCOG is formed by this Agreement pursuant to the provision of Government Code Section 6500 et. seq. and other pertinent provision of law. WRCOG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1. WRCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, WRCOG shall:

- a. Serve as a forum for consideration, study and recommendation on area-wide and regional problems;
- b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County;
- c. Explore practical avenues for intergovernmental cooperation, coordination and action in the interest of local public welfare and means of improvements in the administration of governmental services; and
- d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.

1.2.2. The Council shall have the power in its own name to do any of the following;

a. When necessary for the day to day operation of the Council, to make and enter into contracts;

b. To contract for the services of engineers, attorneys, planners, financial consultants and separate and apart therefrom to employ such other persons, as it deems necessary;

c. To apply for an appropriate grant or grants under any federal, state, or local programs.

d. To receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;

e. To lease, acquire, construct, manage, maintain, and operate any buildings, works, or improvements;

f. To delegate some or all of its powers to the Executive Committee and the Executive Director of the Council as hereinafter provided.

1.2.3 The association shall have the power in its own name, only with the approval of all affected member agencies to;

a. Acquire, hold and dispose of property by eminent domain, lease, lease purchase or sale.

b. To incur debts, liabilities, obligations, and issue bonds;

II.

ORGANIZATION OF COUNCIL

2.1 Parties.

The parties to WRCOG shall be the County of Riverside and each city located within Western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement thereto and agrees to such become a member upon such terms and conditions as established by the general council or executive committee, and which has not, pursuant to provisions hereof, withdrawn therefrom. Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.

2.2 Names.

The names, particular capacities and addresses of the parties at any time shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time.

2.3 Duties.

WRCOG shall do whatever is necessary and required to carry out the purposes of this agreement and when authorized by an Implementation Agreement pursuant to section 1.2.3 as appropriate, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement,

within the provisions of Government Code Section 6500 et seq. and as prescribed by the laws of the State of California.

2.4 Governing Body.

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of the appropriate representatives from the County of Riverside, each city which is a signatory to this Agreement, Western Municipal Water District, and Eastern Municipal Water District, the number of which shall be determined as hereinafter set forth. The General Assembly shall meet at least once annually, preferably scheduled in the evening. Each member agency of the General Assembly shall have one vote for each mayor, council member, county supervisor, and water district board member present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that members representing a majority of the member agencies are present. The General Assembly shall adopt and amend by-laws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such by-laws may provide for the management and administration of this Agreement.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors and the President of each Water District, the remaining member of the Board of Supervisors shall serve as an alternate, except any City Council, at its discretion, can appoint a Mayor Pro Tem or other city council

member in place of the Mayor, and each water district board, at its discretion, can appoint another board member in place of the President. The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the member agencies. Membership of the Water Districts on the General Assembly and Executive Committee of WRCOG shall be conditioned on the Water Districts entering into a separate Memorandums of Understanding with WRCOG.

2.4.3. Each member of the General Assembly and the Executive Committee shall be a current member of the legislative body such member represents.

2.4.4. Each participating member on the Executive Committee shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. The name of the alternate members shall be on file with the Executive Committee. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

2.5 Executive Director.

The Executive Director shall be the chief administrative officer of the Council. He shall receive such compensation as may be fixed by the Executive Committee. The powers and duties of the Executive Director shall be subject to the authority of the Executive Committee and include the following:

- a. To appoint, direct and remove employees of the Council.
- b. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
- c. Serve as Secretary of the Council and of the Executive Committee.

- d. To attend meetings of the Executive Committee.
- e. To perform such other and additional duties as the Executive Committee may require.

2.6 Principal Office.

The principal office of WRCOG shall be established by the Executive Committee and shall be located within Western Riverside County. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within Western Riverside County. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

2.7 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee. The time and place of regular meetings of the Executive Committee shall be determined by resolution adopted by the Executive Committee; a copy of such resolution shall be furnished to each party hereto. Regular, adjourned and special meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it may be amended.

2.8 Powers and Limitations of the Executive Committee.

Unless otherwise provided herein, each member or participating alternate of the Executive Committee shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion,

resolution, or order and take any other action they deem appropriate to carry forward the objectives of the Council.

2.9 Minutes.

The secretary of the Council shall cause to be kept minutes of regular adjourned regular and special meetings of the General Assembly and Executive Committee, and shall cause a copy of the minutes to be forwarded to each member and to each of the members hereto.

2.10 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this agreement or any Implementation Agreement.

2.11 Vote or Assent of Members.

The vote, assent or approval of the members in any manner as may be required, hereunder shall be evidenced by a certified copy of the action of the governing body of such party filed with the Council. It shall be the responsibility of the Executive Director to obtain certified copies of said actions.

2.12 Officers.

There shall be selected from the membership of the Executive Committee, a chairperson and a vice chairperson. The Executive Director shall be the secretary. The Treasurer of the County of Riverside shall be the Treasurer of the Council and the Controller or Auditor of the County of Riverside shall be the Auditor of the Council. Such persons shall possess the powers of, and shall perform the treasurer and auditor functions respectively, for WRCOG and perform those functions required of them by

Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

The chairperson and vice chairperson, shall hold office for a period of one year commencing July 1st of each and every fiscal year; provided, however, the first chairperson and vice chairperson appointed shall hold office from the date of appointment to June 30th of the ensuing fiscal year. Except for the Executive Director, any officer, employee, or agent of the Executive Committee may also be an officer, employee, or agent of any of the members. The appointment by the Executive Committee of such a person shall be evidence that the two positions are compatible.

2.13 Committees.

The Executive Committee may, as it deems appropriate, appoint committees to accomplish the purposes set forth herein. All committee meetings of WRCOG, including those of the Executive Committee, shall be open to all members.

2.14 Additional Officers and Employees.

The Executive Committee shall have the power to authorize such additional officers and assistants as may be appropriate. Such officers and employees may also be, but are not required to be, officers and employees of the individual members.

2.15 Bonding Requirement.

The officers or persons who have charge of, handle, or have access to any property of WRCOG shall be the members of the Executive Committee, the treasurer, the Executive Director, and any other officers or persons to be designated or empowered by the Executive Committee. Each such officer or person shall be required

to file an official bond with the Executive Committee in an amount which shall be established by the Executive Committee. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of WRCOG.

2.16 Status of Officers and Employees.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Executive Committee shall be deemed, by reason of their employment by the Executive Committee, to be employed by any of the members or, by reason of their employment by the Executive Committee, to be subject to any of the requirements of such members.

2.17 Restrictions.

Pursuant to Government Code Section 6509, for the purposes of determining the restrictions to be imposed by the Council in its exercise of the above-described joint powers, reference shall be made to, and the Council shall observe, the restrictions imposed upon the County of Riverside.

2.18 Water Districts and TUMF Matters.

Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Mitigation Fee (“TUMF”) for cities in western Riverside County. The fee was established prior to the Water District’s involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in western Riverside County. As such, the Western Municipal Water District and the Eastern Municipal Water District General Assembly and Executive Committee Members shall not vote on any matter related to the administration of the TUMF program or the expenditure of TUMF revenues.

III

FUNDS AND PROPERTY

3.1 Treasurer.

The Treasury of the member agency whose Treasurer is the Treasurer for WRCOG shall be the depository for WRCOG. The Treasurer of the Council shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of the duties required in Government Code Section 6505 and following, such other duties as may be prescribed by the Executive Committee.

3.2. Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

3.3. Fiscal Year.

WRCOG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of WRCOG during the following fiscal Year.

3.4. Contributions/Public Funds.

In preparing the budget, the General Assembly by majority vote of a quorum shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions 50% of which will be assessed on a per capita basis and 50% on an assessed valuation basis, each city paying on the basis of its population and assessed valuation and the County paying on the basis of the population and assessed valuation within the unincorporated area of Western Riverside County as defined in the by-laws. The parties, when informed of their respective contributions, shall pay the same before August 1st of the fiscal year for which they are assessed or within sixty days of being informed of the assessment, whichever occurs later. In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of WRCOG.

The General Assembly shall have the power to determine that personnel, equipment or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.

All contributions and funds shall be paid to WRCOG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

3.5 Contribution from Water Districts.

The provision of section 3.4 above shall be inapplicable to the Western Municipal Water District and the Eastern Municipal Water District. The amount of contributions from these water districts shall be through the WRCOG budget process.

IV

BUDGETS AND DISBURSEMENTS

4.1 Annual Budget.

The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to WRCOG for its purposes during a fiscal year.

4.2 Disbursements.

The Executive Director shall request warrants from the Auditor in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The Treasurer shall pay such claims or disbursements and such requisitions for payment in accordance with rules, regulations, policies, procedures and bylaws adopted by the Executive Committee.

4.3 Accounts.

All funds will be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental

entities and pursuant to Government Code Sections 6505 et seq. and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

4.4 Expenditures Within Approved Annual Budget.

All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

4.5 Audit.

The records and accounts of WRCOG shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the County Auditor, State Controller and each party to WRCOG no later than fifteen (15) days after receipt of said audit by the Executive Committee.

4.6 Reimbursement of Funds.

Grant funds received by WRCOG from any federal, state, or local agency to pay for budgeted expenditures for which WRCOG has received all or a portion of said funds from the parties hereto shall be used as determined by WRCOG's Executive Committee.

V

LIABILITIES

5.1 Liabilities.

The debts, liabilities, and obligation of WRCOG shall be the debts, liabilities, or obligations of WRCOG alone and not of the parties to this Agreement.

5.2 Hold Harmless and Indemnity.

Each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees. Where the General Assembly or Executive Committee itself or its agents or employees are held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be based proportionately upon the contributions (less voluntary contributions) of each member. In the event of liability imposed upon any of the parties to this Agreement, or upon the General Assembly or Executive Committee created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100.00). The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement. The voting for or against a matter being considered by the General Assembly or executive or other committee or WRCOG, or abstention from voting on such matter, shall not be construed to constitute a wrongful act or omission within the meaning of this Subsection.

VI

ADMISSION AND WITHDRAWAL OF PARTIES

6.1 Admission of New Parties.

It is recognized that additional cities other than the original parties, may wish to participate in WRCOG. Any Western Riverside County city may become a party

to WRCOG upon such terms and conditions as established by the General Assembly or Executive Committee. Any Western Riverside County city shall become a party to WRCOG by the adoption by the city council of this agreement and the execution of a written addendum thereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the general assembly or Executive Committee. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Council. The representative of any such advisory member may participate in the work of committees of the Council.

6.2 Withdrawal from WRCOG.

It is fully anticipated that each party hereto shall participate in WRCOG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

- a. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to WRCOG, six months prior to the effective date of withdrawal;
- b. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by WRCOG prior to the effective date of the parties' notice of withdrawal;
- c. Unless otherwise provided by a unanimous vote of the Executive Committee, withdrawal shall result in the forfeiture of that party's rights and claims

relating to distribution of property and funds upon termination of WRCOG as set forth in Section VII below;

d. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from membership in WRCOG.

VII

TERMINATION AND DISPOSITION OF ASSETS

7.1 Termination of this Agreement.

WRCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement; providing, however, that WRCOG and this Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets and all other functions necessary to conclude the affairs of WRCOG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from WRCOG of a sufficient number of the agencies enumerated herein so as to leave less than five of the enumerated agencies remaining in WRCOG.

7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in WRCOG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

VIII

PACE IMPLEMENTATION AND PARTICIPATION AGREEMENTS;

ASSOCIATE MEMBERSHIP

8.1 Execution of Agreement.

When authorized by the Executive Committee, any affected member agency or agencies enumerated herein, may execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by WRCOG in implementing a program including indirect costs, shall be assessed only to those public agencies who are parties to that Implementation Agreement.

8.2 PACE Agreements; Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy (“PACE”) programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an “Associate Member” status that provides membership in WRCOG to local jurisdictions that are outside WRCOG’s jurisdictional boundaries but within whose boundaries a PACE program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the “PACE Agreement”) on the terms and conditions established by

the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.). The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG's members by this Agreement, including but not limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

IX

MISCELLANEOUS

9.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) of all member agencies.

9.2 Notice.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the parties as shown on Exhibit "A", shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

9.3 Effective Date.

This Agreement shall be effective and WRCOG shall exist from and after such date as this Agreement has been executed by any seven or more of the public agencies, including the County of Riverside, as listed on page 1 hereof.

9.4 Arbitration.

Any controversy or claim between any two or more parties to this Agreement, or between any such party or parties and WRCOG, with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of this Agreement, or any breach thereof, shall be submitted to and determined by arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and to the Executive Director of the Council. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file with all other parties and with the Executive Director of the Council a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent or respondents shall each designate a person to act as an arbitrator. The designated arbitrators shall mutually designate the minimal number of additional persons as arbitrators as may be necessary to create an odd total number of arbitrators but not less than three to serve as arbitrator(s).

The arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Section 1280 et. seq. The parties to this Agreement agree that the decision of the arbitrators will be binding and will not be subject to judicial review except on the ground that the arbitrators have exceeded the scope of their authority.

9.5 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.6 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

9.7 Assignment.

The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

9.8 Execution.

The Board of Supervisors of the County of Riverside and the city councils of the cities enumerated herein have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.

Original Members Agencies

1. City of Banning
2. City of Beaumont (withdrawn)
3. City of Calimesa
4. City of Canyon Lake
5. City of Corona
6. City of Hemet
7. City of Lake Elsinore
8. City of Moreno Valley
9. City of Murrieta
10. City of Norco
11. City of Perris
12. City of Riverside
13. City of San Jacinto
14. City of Temecula
15. County of Riverside

Additional City Members

1. City of Eastvale (added on 08/02/2010, Resolution 01-11)
2. City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)
3. City of Menifee (added on 10/06/2008, Resolution 03-09)
4. City of Wildomar (added on 08/04/2008, Resolution 01-09)

**THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS**

Participating Agencies

5. Eastern Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
6. Western Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
7. Riverside County Superintendent of Schools (membership as an ex-officio, advisory member of WRCOG, 11/07/2011)
8. Morongo Band of Mission Indians (membership as an ex-officio, advisory member of WRCOG, 6/4/2013)



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 45
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: October 21, 2014

Vote Requirement: 4/5

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Jerry Dunn 565-5750

Supervisorial District(s):

All

Title: Update on Unmet Needs

Recommended Actions:

1. Accept report titled Strengthening Community Connections, the 2014 Unmet Needs Challenge.
2. Adopt a Resolution adjusting the Fiscal Year 2014/2015 budget to recognize unanticipated revenues/reimbursements and increase expenditure appropriations due to increased state and federal funding allocations.
3. Adopt a Resolution amending the Human Service Department's position allocation list, increasing full-time equivalent positions associated with increased funding allocations by 25.0 FTEs effective November 1, 2014 and 60.5 FTEs effective January 1, 2015.

Executive Summary:

The purpose of this item is to provide the Board of Supervisors (Board) with an updated report on the Human Services Department's (HSD) unmet service needs and to request increases to HSD's budget and position allocations to help address a significant portion these unmet service needs, within several of HSD's key program areas, including Cal Fresh, MediCal, CalWorks, Workforce Investment (WIA), In Home Support Services (IHSS), Adult and Aging, and Child Welfare programs.

Background:

In November 2012, HSD presented the Board with its first Unmet Needs report. At that time, HSD informed the Board that years of growing caseloads coupled with inadequate funding had resulted in a large gap between the needs of the community and HSD's ability to meet those needs. HSD reported that between Fiscal Year (FY) 2006/2007 and FY 2012/2013, HSD's caseloads had increased by 76% while state and federal funding had only increased 16%. Specifically, HSD shared information about unmet community needs in adult protective services, Veterans' services, child welfare, adult and youth employment, health care coverage, and food insecurity. During this time, HSD had received recent increases in its Federal and State allocations as well as 1991 Realignment funds and came to the Board with proposed requests to improve services to the community. The Board approved HSD's request to add five program initiatives, additional contract services, technology infrastructure, and an additional

54.5 FTEs. The five initiatives and HSD’s accomplishments to date are discussed in the updated report (see Attachment 1).

Current Unmet Needs:

Despite the addition of services, contracts, and staff approved by the Board in November 2012, several circumstances, including the implementation of the Affordable Care Act, and new IHSS and Child Welfare rules, among others have impacted HSD’s ability to deliver services to Sonoma County residents. HSD’s new report, Strengthening Community Connections, the 2014 Unmet Needs Challenge (see Attachment 1), showcases what HSD has accomplished since November 2012 and details the following areas of HSD’s unmet service needs:

SUMMARY OF CLIENT SERVICES NEEDS		
Service Area	Current Challenges	Description
Client Services	Wait times	CalFresh, Medi-Cal, In-Home Supportive Services, /Linkages, and Public Administrator/Public Guardian have significant wait times.
	Inadequate staffing & service levels	Adult Protective Services, the Area Agency on Aging, Child Welfare, and General Assistance are in need of additional staffing to reduce increasing caseload sizes and meet service demands.
	Transportation	There is a need to serve more geographically and socially isolated seniors; Area Agency on Aging prioritizes Senior Transportation but there is little dedicated funding.
	Employment & Training	There is a need for additional funding for the Sonoma County Youth Ecology Corps, an award winning youth employment program, Subsidized Employment, and Career Pathways, which provides students with career technical education opportunities.
	Food Insecurity	Despite HSD’s successful CalFresh outreach, there are additional residents (6,000 estimate.) who may qualify for services. As the senior population continues to grow, the need for in-home and congregate meals will continue to grow as well.
	Housing	12% of all CalWORKs families are homeless or at risk of being homeless and housing is identified as a top need for child welfare clients. CalWORKs and child welfare programs are in need of additional housing support; which could be funded within program guidelines, if funding were available.
	Access to Services	There is a need to redesign the Paulin lobby and business practices to respond to updated eligibility service models. There is a community need for additional outreach to veterans and additional child abuse training is needed for mandated reporters in the community. Place-based services in the outlying areas of the County are needed, as identified in <i>A Portrait of Sonoma County</i> . Internet translation services and social media are also needed.

SUMMARY OF PROGRAM SUPPORT NEEDS TO BENEFIT CLIENT SERVICES		
Service Area	Current Challenges	Description
Technology	Document Imaging	There is a need to transition remaining HSD programs to a digital imaging document system.
	Staffing	Need to increase staff to improve data and automation efforts.
Fiscal	Tools	Continue adoption and adaptation of existing technology is needed to assist with fiscal processing, claiming, and leveraging of funds (e.g. automating time studies).
	Staffing	There is a need for additional budget management, cash flow analysis, reporting, process evaluation, and leveraging of funds.
Staff Supports	Coordination	There is a need to develop and implement a coordinated service model for two service sites of the Economic Assistance Service Center.
	Furnishings and Equipment	Work stations, including converting existing work stations to sit/stand stations and mobile work tools, are needed.
	Quality Assurance	Currently not meeting the federal quality assurance requirements for the SNAP (CalFresh) program. HSD's Special Investigation Unit has backlog of cases.
	Data and Reports	There is a need to for tools to support shared measurements and database support.
Planning, Research, & Community Engagement	Outreach	There is a need to improve outreach strategies, materials, and media to improve access to services.
	Evaluation Services	There is a need for evaluation services to determine the efficacy and cost benefit of HSD services.
	Marketing Materials	Need to increase staff to address a backlog of unfulfilled requests for marketing materials and website improvements.
	Staffing	Need to increase staff to implement the shared outcomes measurement system.

In order to meet the above community and department needs, HSD has estimated that it would need an additional 289 staff and \$50 million in increased contract services and non-staff costs, totaling over \$80 million. While HSD has not identified funding to provide for all of these remaining unmet service needs, the improvement of the economy has resulted in increased state and federal funding allocations which can be targeted toward the highest priority needs.

Funding Outlook :

As California's economy continues to recover from the recession, allocations from the state budget have started to increase, enabling HSD to leverage additional federal funding. In addition, increases in California's sales tax receipts have resulted in increases of 43.6% since FY 11/12 to the Department's 1991 and 2011 Realignment revenues. Finally, the child welfare Title IV-E waiver recently approved by the Board will result in an estimated \$11 million increase in federal funds over the next 5 years for local child welfare and probation services. For the current year, HSD is projecting \$8.6 million in annual on-going funding to support the proposed actions in this Board item. In addition, HSD projects \$5.7 million in one-time funding available to pay for identified one-time expenses.

HSD continually monitors funding trends through active participation in the County Welfare Directors' Association (CWDA). The outlook for sustained on-going funding remains strong for a number of reasons:

- Public assistance allocations from the State, such as CalFresh, are tied to caseload growth (which continues to increase despite the improving economy) and are matched by Federal allocations which results in more stable funding.
- The Affordable Care Act has provided a source of increased funding.
- CalWORKs has rededicated service supports and funding to its original mission to help families achieve self-sufficiency, including dedicated Family Stabilization and housing funding.
- Realignment, Title IVE and IHSS maintenance of efforts (MOEs) provide increases in sustainable funding.

While HSD's financial picture is certainly more positive than in the past, it should be noted that program allocations and realignment have strict funding requirements, which limits the Department's flexibility for use of these funds. For example, 2011 realignment funds can only be spent on child welfare and adult protective services activities and CalWORKs funding must be spent on CalWORKs eligible recipients. By law, HSD cannot contract out services related to program eligibility, In Home Supportive Services (IHSS), adult protective services and child welfare.

Recommended Priorities

While increases in funding enables HSD to partially address many of the identified unmet needs, the updated state/federal allocations are still insufficient to completely address all of the identified needs fully. The Department's recommendations focus primarily on programs that have been historically and severely underfunded and/or reduced in prior years. For a detailed list of HSD's proposed priorities, impacts and funding requests please see Attachment 2. The following is a summary of prioritized unmet needs:

- **Medi-Cal Backlog:**

The first open enrollment period for the Affordable Care Act (ACA) produced a much higher than projected number of Medi-Cal applications. The current backlog of Medi-Cal applications (individuals with pending applications for more than 45 days) is approximately 6,900 individuals, down from a high of 18,000 individuals backlogged at the beginning of 2014. While HSD increased its eligibility staff in the Economic Assistance Division by 30% since FY 12/13 (eligibility cannot be contracted out), there have been a number of complications which have resulted in a backlog of pending Medi-Cal applications, including erroneous state projections regarding the number of applications, problems with the CalHEERS statewide application system, and coordination problems with the Covered California system.

While HSD staff manage to meet emergency health care needs of individuals, this backlog along with continued high application processing has pushed the average wait times to determine eligibility for Medi-Cal from an average of 20 days in 2008 to an average of 101 days in 2014.

- **Paulin Building Redesign:**

The implementation of the Affordable Care Act (ACA) has resulted in tremendous pressure being put on the Paulin Drive office as well, due to changes in the ACA application processes.

HSD began discussing a Paulin building redesign in order to mitigate a number of factors: lines of clients waiting for services; the lack of consistent and accurate data; the woeful appearance of the building; ergonomic conditions; lack of technology; and increases in the anticipated number of clients.

HSD is recommending aligning the two Economic Assistance offices into a single Service Center model. This

will be done through a redesign of HSD's current business models and a physical redesign and remodel of the Paulin Drive office lobby. HSD is recommending these changes to enhance the lobby experience by incorporating new technologies and changing the flow of clients within the lobby itself.

- **Redwood Empire Food Bank:**

Despite successful HSD outreach leading to an increasing number of Sonoma County residents receiving CalFresh, there are still many more families and individuals in the county who may qualify for CalFresh benefits. Many visit the Redwood Empire Food Bank (REFB) to receive food assistance. Currently HSD sends an Eligibility Worker to the REFB four times a month to take CalFresh applications. However, people visiting the REFB on other days must either return for an appointment with the Eligibility Worker or apply for CalFresh benefits on-line, by mail, or in person. Proposed is a one-year pilot to fund two positions to be employed by REFB to provide CalFresh education and application assistance, based on an Alameda Food Bank model.

- **Housing:**

The need for affordable housing in Sonoma County continues to grow. HSD was awarded an \$878,000 CalWORKs grant for two new service components: 1) to contract for case management services for CalWORKs families who are homeless; and 2) to provide rental subsidies and deposits to CalWORKs families through an agreement with the Community Development Commission. There is potential for CalWORKs funding to grow in the future based on needs demonstrated during this grant period.

While grant funding will pay for the direct client services mentioned above, HSD is asking to fund one FTE Program Planning & Evaluation Analyst with CalWORKs funding to develop the Housing Support program, support and monitor performance, and act as a liaison with other County departments and agencies to coordinate services.

- **In Home Supportive Services (IHSS):**

Currently, IHSS clients must wait an average of 102 days (compared to 63 days in 2011) to receive services. This data shows that the need for IHSS services in Sonoma County is increasing and is not being met by the current staffing levels. The number of IHSS clients has increased by 19% since 2008, without a corresponding increase in staff to process IHSS requests for services.

In addition to this current backlog, the State will be implementing a new set of requirements included in Senate Bills 855 and 873 effective January 1, 2015. These new requirements are substantial will impact all current and future IHSS clients and providers. The State's draft instructions letter says, "Counties will be required to hire additional staff to support all operational/administrative activities to effectively implement the new statute; not limited to providing outreach and additional assistance to recipients to ensure that they understand the implications of the new requirements and that they take all the necessary steps to successfully comply with statutes. Funding is available to support the hiring of additional staff for these new activities."

- **Adult Protective Services (APS):**

Since 2008, APS reports have increased from an average of 128 reports a year to 309 reports in June 2014 (growth of 2.4 times). Due to this increase in reports and insufficient staffing, only 55% of the 3,684 reports in FY 13/14 resulted in a home visit from a Social Worker. For every new Social Worker added to APS, 144 additional clients per year can receive a home visit and an investigation to assist in reducing risk in their lives.

- **Child Welfare Services:**

HSD is required to implement System Improvement Plan (SIP) strategies which target the following improved outcomes for children, youth, and families: timely reunification of children with their parents; decreasing the

number of youth in foster care and group homes; increasing the number of youth in relative care; moving older youth from long-term foster care to permanent families; and building family and community partnerships. These SIP strategies may be accomplished with IV-E Waiver funding. Examples of needed child welfare services include:

- Since assuming the adoption program in July 2013, adoption caseloads continue to exceed staff's ability to provide timely permanency for children and to expand the program to meet the outcome expectations of the 2014-2019 SIP strategies as they relate to permanency and well-being for all youth. Currently there are 267 children being assessed for adoption planning.
- Permanency Planning is a core program of the child protective services system. It refers to active child welfare cases in which the child is in foster care and the parents are not working on a formal reunification plan. For these children, HSD is seeking other forms of permanent homes such as adoption or guardianship. When children are placed in foster care, counties are required by law to ensure that they receive the care, education and opportunities they would receive if they were not in foster care. Counties are also required to actively pursue permanent homes, such as adoptive and guardianship homes, when they cannot return to their biological parents. When demand for the service increases (i.e. more children are in long-term foster care), caseloads and overtime costs increase.

- **Technology improvements:**

HSD has been looking at many technology solutions to automate our work, improve business processes, and implement workplace efficiencies with the goal of optimizing client services. Recommended technology improvements include:

- Document imaging improves document processing and access to client information and confidentiality, as well as further improving work flow, forms automation, establishing performance goals, and maintaining security.
- Automating time studies, which are required by state and federal funding, and currently done manually, which takes hundreds of staff hours each quarter.

- **Place-based services:**

The need for remote service delivery was addressed in the County's past efforts to develop a service delivery facility strategy within the County Comprehensive Facility Plan. The findings of the Portrait of Sonoma County clearly reinforced the need for both a centralized integrated service delivery campus and the retention of remote placed-based service centers. HSD will work with County General Services to survey other County Departments, other public agencies and non-profit partners to assess the availability of space with or adjacent to their service locations in the community. Through a combination of mobile work and sharing space with partner agencies, and by utilizing the findings of past facility needs studies, HSD will be able to provide better place-based services for clients throughout Sonoma County.

Conclusion:

Over the past two years, HSD has served more residents than ever before. Programs shifted from serving 1 in 9 to serving 1 in 6 Sonoma County residents as a result of state and federal mandates, and ever-evolving community service needs. HSD's new report, Strengthening Community Connections, the 2014 Unmet Needs Challenge (see Attachment 1), presents HSD's best estimate of the current unmet service needs in Sonoma County. This report also outlines HSD's recommendations to prioritize those programs that have been historically and severely

underfunded and/or reduced in prior years (see Attachment 2) as well as addressing the anticipated impacts of the recommended actions.

Based on HSD's analysis, the Department is recommending a mix of one-time investments that will improve technology and infrastructure, as well as ongoing staff and resource investments to better serve the needs of the community. While the recommended actions will go a long way toward addressing the communities unmet service needs, including reducing wait times from 101 days to 20 days for MediCal; from 3 months to 30 days for IHSS, or serving 1300 additional seniors a year, to name a few, HSD is not able to address all the needs identified, but will continue identify and evaluate strategies to improve service delivery.

In spite of the recommendations contained in this report, HSD will continue to have service needs that can't be met at this time. Wait times will still be excessive for the Public Guardian/Public Conservator and all interested disadvantaged youth will not be able to be hired for the Sonoma Youth Ecology Corps. Caseloads will continue to be high for the General Assistance program. Senior population growth will likely generate future increased demands for the IHSS, APS and AAA programs. HSD will continue to explore funding alternatives for these programs and will return to the Board as resources are identified. In child welfare, HSD will continue to measure our programs under the Systems Improvement Plan and will return to the Board with future requests using federal Title IV-E funds at a later date.

Summary Request:

HSD requests the Board take the following actions in order to continue addressing remaining unmet service needs:

1. Accept report titled Strengthening Community Connections, the 2014 Unmet Needs Challenge.
2. Adopt a Resolution adjusting the Fiscal Year 2014/2015 budget to recognize unanticipated revenues/reimbursements and increase expenditure appropriations due to increased state and federal funding allocations.
3. Adopt a Resolution amending the Human Service Department's position allocation list, increasing full-time equivalent positions associated with increased funding allocations by 25.0 FTEs effective November 1, 2014 and 60.5 FTEs effective January 1, 2015.

Prior Board Actions:

November 13, 2012: Unmet Needs Report

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

Allows the Human Services Department to provide additional services to respond to the unmet service needs of Sonoma County individuals and families.

Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$ 21,250,424	State/Federal	\$ 8,593,400
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$ 5,673,025
	\$	Contingencies	\$
	\$	Reimbursements	\$ 6,983,999
Total Expenditure	\$ 21,250,424	Total Sources	\$ 21,250,424
Narrative Explanation of Fiscal Impacts (If Required):			
<p>HSD is recognizing \$8.6 million in new revenue and \$7 million in reimbursements. Expenditures for one time needs of \$5.4 million are; Paulin Intake Reengineering \$2.3 million, Automated Time Study and Intra/Internet Platform \$840,000, Other Technology \$305,000, Valley of the Moon upgrades software and facility \$190,000, Training cost for Child Welfare \$546,000, and \$1.2 million for facilities, desks and computers for additional staff. The remaining \$15.6 million gross expenditures represent \$5.3 million for partial year funding of salary and benefits for 85.5 FTE, Wrap Around \$1.3 million, CalWORKs Housing contracts for \$878,000, \$6.1 million of fund transfers (reimbursements), \$627,000 in ongoing rent and staff support expenses, \$555,000 for DHS Staff for APS, \$548,000 for Child Welfare, \$200,000 for Employment and Training programming. Also included are adjustments for Title IV-E Waiver funds. HSD is requesting to draw \$5.7 million from HSD's fund balance of \$11.6 million and a contribution of \$23,117 from County General Fund.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
See the Position Change Resolution for Details*			
Narrative Explanation of Staffing Impacts (If Required):			
A description of proposed staffing changes is included in Attachment 2.			
Attachments:			
<ol style="list-style-type: none"> 1. Strengthening Community Connections, the Unmet Needs Challenge Report of 2014 2. HSD Proposed Priorities and Funding Requests 3. Budget Resolution 4. CAO CBA Request Form 5. Position Change Resolution* 			
Related Items "On File" with the Clerk of the Board:			
None			



STRENGTHENING COMMUNITY CONNECTIONS



~Matt, Age 8

"Neighborhoods can be bridges, or barriers, to lives of freedom and opportunity."

~A Portrait of Sonoma County 2014

The Unmet Needs Challenge - 2014
Sonoma County Human Services Department
October 2014



Purpose

The purpose of this report is to present the Human Services Department's (HSD's) best estimate of the current HSD unmet service needs in Sonoma County, based on the services HSD currently provides and additional service needs, including areas where more services are necessary to assist individuals and families where they live. This report also showcases what HSD has accomplished since November 2012.

Even though HSD services have expanded in the last few years, there is still more work to do. HSD's goal is to continue to help individuals and families build strength within their community. HSD's proposed priorities lead toward optimal service delivery and maximize available funding for programs that have been traditionally underfunded or reduced in preceding years.

Background

The Great Recession

In 2009, the Sonoma County community, along with the nation, saw the ramifications of the Great Recession. People lost their jobs and homes, which meant that human services were in much greater demand. There were painful cut backs and staffing shortages. The need for essential services, such as food, health care, and shelter, far exceeded what was available. From FY 2006-07 to FY 2012-13, HSD's caseloads increased by 76% while state and federal funding only increased by 16%.

As Sonoma County emerged from the Great Recession, unemployment rates decreased while housing values and rent increased, which did not allow for much recovery in the most vulnerable communities. For the homeless, seniors, veterans, young families, single parent households, and medically or developmentally challenged, Sonoma County services could not possibly meet all of the needs. It was a time when County officials had to look at other ways to have sustainable impact; ways to build resiliency within communities.

During the next two years, state and federal legislators enacted Realignment-2011. California eliminated state-driven oversight of funding and counties experienced unprecedented program and funding shifts. The purpose was to shift service delivery from state to local control, which allowed more County responsibility, leveraging, spending, and benefit. (For HSD, this shifted funding for more child welfare and adult protective services to the County.) The goals for Realignment-2011 were to create more efficiency and flexibility (for specific programs only), while reducing duplication and overhead costs. Realignment is based on a portion of tax revenues. Sonoma County tax revenues have increased; therefore, it has given HSD increased funding for programs.

In addition, increases in California's sales tax receipts have resulted in increases to the Department's 1991 and 2011 realignment fund. Finally, the child welfare Title IV-E waiver recently approved by the Board will result in an estimated \$11 million increase in federal funds over the next 5 years for local child welfare and probation activities. For the current year, HSD is therefore projecting \$8.6 million in on-going funding to support the proposed actions in this Board item. In addition, HSD has a projected \$5.7 million in one-time funding available to pay for one-time expenses.

The Affordable Care Act

The Affordable Care Act (ACA-2010) was also quickly approaching during this time, which meant that all people in need of health care benefits had a very specific timeline for enrollment. The state government was not fully prepared for ACA. When open enrollment started, incomplete state technology prevented quick service delivery, yet HSD still had to meet the new regulatory response times and service requirements. Even though funding increased, it was not sufficient to meet the community needs and new operating standards.

From the Great Recession, to Realignment-2011, to the implementation of ACA, California counties had to deal with sudden, new responsibilities; internal systems stress such as the need for program overhauls; increased local oversight, reporting requirements, training, and tracking; and new, however, inefficient state systems.

HSD's Response- Unmet Needs

In 2012, HSD was trying to climb out of a historically deprived and underfunded level of operations and reach at least the minimum service standards set by state and federal mandates. In November 2012, HSD proposed the following five initiatives to the Board of Supervisors (Unmet Needs):

Adult and Aging Division:	Elder Financial Protection Team
Economic Assistance Division:	CalFresh Community Connections
Employment and Training Division:	Services to Transitional Age Youth
Family, Youth and Children Division:	Children Safe Intact Families (now "4 Paths to Prevention") Together to Engage, Act and Motivate

The Board of Supervisors approved these five initiatives, as well enhancements for Senior Nutrition, Veterans Services, and Job Link, to name a few.

What Has HSD Accomplished Since 2012?

Since November 2012, HSD has added new services, practices, and staff members to the above referenced initiatives and Divisions. Evidence-informed prevention-based practices and collective impact ¹ initiatives provided direction for these chosen improvements. Here are the updates from each Division:



Adult and Aging (A&A) began implementing Elder Financial Protection Team (EFPT), and added Senior Nutrition contracts and Veterans Services claims workers.

EFPT is a collaborative case management process that links clients to family, essential services, and resources that prioritize and streamline service delivery, as well as strengthen the client safety net. EFPT created more coordination between the Adult Protective Services (APS), Public Guardian, and Linkages programs. This collaboration has produced creative interventions to assist victims of financial abuse. In FY 2013-14, EFPT intervened in 50 financial abuse related allegations. As a result of services offered through EFPT, 74% of the clients engaged in services that protected their health and safety.

EFPT Client Success Story

John is a 67 year-old man with history of massive stroke, which left him with difficulty speaking, unclear thinking, and right-sided weakness. He was referred to APS for self-neglect (e.g., medical, physical, and financial issues) when he was found confused, disheveled, and disorganized at the police station. He had been living alone in his foreclosed house without electricity or heat, during times when overnight temperatures were in the 20s. John had not been making regular payments for bills and utilities, and his bank accounts were chronically overdrawn. He also had warrants out for his arrest as he had inadvertently written checks on closed accounts. He had not seen a doctor or taken any medications in years, and his blood pressure was dangerously high. He had no drug coverage, or secondary insurance other than Medicare. John had a conflictual relationship with his children, who were mostly unaware of his problems.

The EFPT Social Worker was able obtain agreements from him to accept services, reached out to his children, and began the process of providing resources, such as food, PG&E, Veterans Health Care, housing assistance, and restitution assistance. Most importantly, his children became involved with overseeing his care.

Today, John is living in an apartment, taking his medication, and his family pays his bills.

¹Collective impact refers to the commitment from various organizations to a common agenda for solving a complex social problem; Sonoma County's collective impact initiatives include Health Action and Upstream Investments (Cradle to Career, READY, etc.).

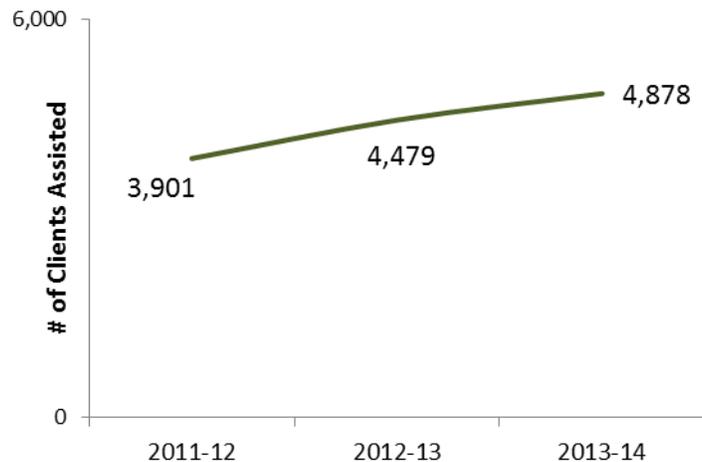
Funding for Senior Nutrition was provided to three community-based partner agencies, effective December 2012. These additional funds significantly closed the gap between available funding through the Area Agency on Aging, and the cost of providing meals. Closing this gap reduced the need for these agencies to do extraordinary fundraising, allowing contractors to shift focus to outreach and expanding service. Community-based partner agencies have provided approximately 536,000 meals to seniors, 80% home delivered meals (FY 2012-13 and FY 2013-14).

Graph 1: Clients Assisted by Veterans Services Claims Workers

There was a 25% increase from FY 2011-12 to FY 2013-14.

Funding for Veterans Services claims workers provided veterans and their families with benefit information, claims assistance, and referrals to community services.

Graph 1, right, illustrates there was a 25% increase in clients served from FY 2011-12 to FY 2013-14.



EFPT, nutrition services contracts, and Veterans Services workers have provided essential case management services and nutritious meals to Sonoma County seniors and veterans, as well as strengthened community partnerships.



Economic Assistance (EA) began implementing the CalFresh Community Connections (CCC) initiative that focuses on improving access for CalFresh beneficiaries. This implementation included:

- Hiring 9 Eligibility Workers (EWs), a Unit Supervisor, and an Office Assistant
- Establishing an Outreach Unit of EWs (at food distribution sites, La Luz, senior centers, homeless shelters, health fairs, and community events)
- Equipping these EWs with laptops, portable copy machines, and scanners so that applications and verifications would be completed out of the office
- Paying fees for the Redwood Empire Food Bank distribution programs at veterans halls
- Increasing the existing contract with the Volunteer Center (application assistance for 2-1-1 callers)
- Training 2-1-1 call agents to screen for and assist callers with CalFresh applications
- Planning for place-based services to insert kiosks in four community locations, which will provide information and access to on-line applications for CAP Rental Assistance, CalFresh, Medi-Cal programs, Women, Infants and Children nutrition services (WIC), and Job Link's Virtual One-Stop

In FY 2013-14, CalFresh Community Connections educated approximately **8,400** individuals about their potential CalFresh and Medi-Cal eligibility at health and community fairs, and other outreach events.

CalFresh Community Connections Success Story

"As a bilingual outreach eligibility worker, I have been able to help a number of people doing outreach. The ones that stick out the most are the seniors who are so thankful for our services. Because of their medical condition and age, it is hard for them to come in to the office. It is very intimidating and the forms are confusing. They are always so thankful for me going to them and helping them with their application process. I had one client with several medical conditions, including cancer. It was hard for her to leave her household and she was falling into a deep depression; sometimes it was hard for her to even get out of bed. She was so thankful that I could do her application at a site where she was comfortable, and where she didn't have to be around a lot of people. (The whole process of applying is sometimes embarrassing for clients and coming into our building can be challenging for them.) She cried a lot during the intake process because of her situation, but was very thankful."

CCC has helped improve community access to benefits and educate Sonoma County residents about potential benefit eligibility.



Employment and Training (E&T) increased collaboration between the Sonoma County Youth Ecology Corps (SCYEC) and transitional age foster youth programs. The Services to Transitional Age Youth (STAY) program addresses the employment and career development needs of current and former foster youth (from child welfare and probation) by providing subsidized work experience opportunities, case management, and vocational and career development.

HSD added a child welfare Social Worker and an E&T Youth Program Coordinator to implement STAY. These assignments afforded coordinated and streamlined services between E&T Youth Coordinators, Youth Providers, VOICES, and Independent Living Programs (ILP). The additional funding has provided subsidized work experience slots for 104 STAY participants since FY 2012-13.

What was the best part of SCYEC?

“Working with my crew and getting out into the community and helping out.”

~Jose, STAY foster youth

E&T also provided an additional Employment and Training Counselor (ETC) at Job Link and added funding to the amount available for clients to receive job training or participate in on-the-job training opportunities and other program supports. Due to the economic downturn, the number of clients using Job Link increased by 200 job seekers each month in FY 2012 and 350 job seekers each month in FY 2013. The new ETC allowed E&T to effectively manage this increase. The additional funding assisted Job Link in the implementation of an on-the-job training program which continues today.

STAY Success Story

Adriana was behind in credits in high school and not on track for graduation last year. Through the Services for Transition Age Youth (STAY) program, Adriana was able to explore her options and now is enrolled in the Gateway to College program at the Santa Rosa Junior College. She is attending classes full-time and is earning both high school and college credits. Adriana is set to graduate with her Associate’s Degree in 2017, and is taking a variety of classes including Childhood Development and Community Involvement.

Adriana has been working with SCYEC for the past two summers. Most recently, she has earned a crew member position on a STAY crew with other current and former foster youth. Adriana talks about her English and overall communication skills improving through the work she does. She wishes to be a high school counselor, saying, ‘I had a hard time growing up, and I don’t want others to go on the same path as myself.’

The STAY program and additional Job Link services have provided Sonoma County foster youth and job seekers valuable job skills and opportunities.



Family, Youth and Children (FY&C) implemented 4 Paths to Prevention (stages of intervention based on level of threat to child safety) to reduce risk, strengthen family functioning, and promote safety. The four pathways range from referring a family to community-based services to more intensive levels of supervision that involve the Dependency Court.

As a result of 4 Paths to Prevention, client supportive services were provided to 142 additional families. This represents a 21% increase in clients receiving these services, and 12% fewer children were removed from their homes in FY 2013-14 than FY 2012-13.

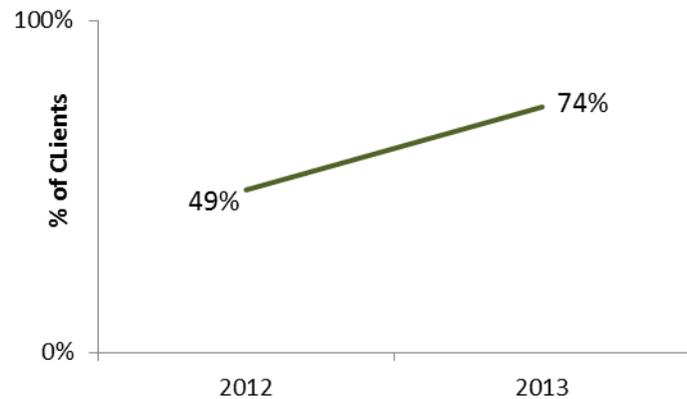
FY&C also implemented Together to Engage, Act & Motivate (TEAM-enhanced coordination and targeted services for families). TEAM has helped reduce safety risks and strengthen families.

There has been a 10% decrease in the number of children in foster care in July 2012 (506) compared to July 2014 (456). HSD believes this is attributable to a safer home environment for children due to preventive services offered through TEAM. However, if children are removed, they are reunified in a timelier manner. For either scenario, trauma is reduced, as well as actual placement costs.

Graph 2 shows timely reunification rates increased by 25 percentage points in FY 2013-14.

Graph 2: Percent of Clients Reunited within 12 Months

Timely reunification has dramatically increased since implementation of TEAM.



TEAM Client Success Story

“We recently held a TEAM meeting to develop a case plan for a young couple with a newborn baby. The baby was substance exposed to opiates and went through four days of horrible withdrawal. The mother had been hiding her addiction to pain medication from her family and her doctors, due to fear of how they would react.

We were able to convene a meeting within days of the baby being discharged from the Neonatal Intensive Care Unit, and the TEAM meeting was the first time that the parents, the extended family, and the doctors were all in the same place, at the same time. By having the parents, their family supports, the medical providers, and the CPS social worker at the table, we were able to develop a coordinated plan to support the mother in addressing her addiction, while keeping the baby safe at home with his parents. We were able to quickly coordinate the services the mother had already started, coupled with additional services, to create long-term safety for the child.

This coordinated effort was nearly impossible prior to the TEAM implementation. As a result of this process, we were able to keep the baby safe at home, while his mother received the substance abuse treatment that she needed, because the extended family and service providers were more informed and knew specific ways to support the mother. Additionally, the family and medical provider have a better understanding of the issues, how to address them, and how to provide a long-term safety net, for years after CPS involvement.”

4 Paths to Prevention and TEAM have helped strengthen Sonoma County families, demonstrated by dramatic increases timely reunification and decreases in foster care rates.

Where Does HSD Stand Today?

Unmet Needs Process (2014)

After experiencing program success from the Unmet Needs (2012) initiatives and services, HSD asked Divisions what it would take to continue on this path of improved services to the community. This past year, HSD conducted a thorough analysis of HSD's unmet service needs and asked the question:

“What level of resources would HSD need to provide optimal services to the community?”

HSD defined “optimal” to mean “an immediate response to clients (no waiting list) for all who need or are eligible for services, and the ability to meet established program performance standards. It can also include providing service components that are not currently offered because of funding constraints.”

Program Mandates

HSD unmet service needs are heavily influenced by State requirements for most of its programs. These requirements are frequently revised, which impacts staff and contractor workloads. State requirements can come in the form of new mandated program components, regulation changes, new interpretations of existing regulation, or as a result of statewide court cases. The Department receives (on average) requirement changes once per business day. For example:

- *IHSS*: Effective January 2015, changes in work agreements, overtime, travel rules, and provider wait times.
- *CalWORKs Family Stabilization (2014)*: A new component of CalWORKs that provides temporary services to families who are homeless (or at risk), or experiencing transportation or other emergencies impairing participation in Welfare-to-Work activities and employment.
- *Medi-Cal applications and recertifications*: With ACA implementation, counties were asked to delay the annual review process for eligibility (recertifications). Daily updates and changes regarding this policy meant repeated starts and stops for workers. In addition, workers had to enter data into two separate computer systems (one local; one state), which didn't interface well. This caused undue hardship in the eligibility determination process, resulting in additional wait time for clients.

“Big Picture” Needs

HSD’s analysis revealed the following “big picture” service needs:

Client Services

Wait Times

- *CalFresh and Medi-Cal* – call volume in the Service Center and caseload growth has increased time to process applications; although aid is restored back to the date of the original application, in August 2014, clients waited an average of 105 days for the approval of benefits. As of October there are approximately 6,900 individuals, down from 18,000 in January, who are awaiting approval of benefits. This accounts for 10% of the approximate 105,000 individuals who we believe should currently be receiving Medi-Cal benefits.
- *IHSS* – due to increased referrals because of demographic changes and ACA enrollment, as well as to the new data system, there is a 4 month wait time from the client’s initial phone call to approval of services. These delays will only get worse given new overtime requirements for IHSS providers that necessitate HSD to authorize, monitor, and approve changes to assessed hours, timesheets, and schedules. For each new IHSS Intake Social Worker, 15 additional applicants can be signed up for services each month, providing more timely access to caregiving.
- *Linkages* – has a one-year waiting list for adults who need care management services due to community need and lack of adequate care management resources in the community.
- *Public Administrator/Public Guardian* – due to changes in the law, target population growth, and lack of dedicated funding, there are delays for all services.

Inadequate Staffing and Service Levels

- *Adult Protective Services* – Since 2008, APS reports have increased from an average of 128 reports a year to 309 reports in June 2014 (growth of 2.4 times). Due to this increase in reports and insufficient staffing, only 55% of the 3,684 reports in FY 13/14 resulted in a home visit from a Social Worker. For every new Social Worker added to APS, 144 additional clients per year can receive a home visit and an investigation to assist in reducing risk in their lives.
- *Area Agency on Aging (AAA)* – the client demand for all AAA funded services, which include senior meals, adult day care, case management, transportation, legal services, caregiver support, Ombudsman and Health Insurance Counseling, is expected to grow 9% annually through 2020. The amount of AAA contracted funding on average only provides 33% of service costs. Federal Older Americans Act funding has been inadequate and stagnant for many years. The remainder of costs must be funded through provider agency fundraising, which has proven inadequate in recent years and this gap is anticipated to increase as Sonoma County’s senior population grows. Fundraising creates a time resource burden on provider staffing that takes away from delivering services. Funding is needed to reduce the fundraising burden on contractors and expand services to meet the growing need.

- *Child Welfare* – there is a need to implement the System Improvement Plan (SIP)² strategies which target the following improved outcomes for children, youth, and families: timely reunification of children with their parents; decreasing the number of youth in foster care and group homes; increasing the number of youth in relative care; moving older youth from long-term foster care to permanent families; and building family and community partnerships.
 - Sonoma County needs 50 more foster homes than it currently has to be able to care for children at the Valley of the Moon Children’s Home and those placed in group homes.
 - Additional direct care staff members are needed at the Valley of the Moon Children’s Home to work with the children with high acuity needs, as they frequently require one-on-one supervision.
 - More social worker assistants are needed to maintain adequate contact with parents.
 - There is insufficient clerical support to carry out background searches for the purposes of safety planning for children.
 - Supervised visitation resources are needed and could be achieved through contract services.
 - There is a need for youth to be evaluated for psychotropic medications; a contract with a Psychiatrist to provide a second opinion on prescriptions would help meet this need.
 - Parent educators are needed to support biological/foster/adoptive parents during their child welfare process; studies have shown that 75% of parents with a parent mentor will reunify with their children.
 - The SB 2030 child welfare caseload study recommends an average family maintenance caseload of 10.15 cases; in 2013, the average caseload was 31.1 cases.
 - The SB 2030 study recommends a caseload of 16.42 permanency planning cases; in Sonoma County, the average 2013 caseload was 24.7 cases.
 - The SB 2030 study recommends a caseload of 16.42 adoption cases; in Sonoma County, the average 2013 caseload was 23.3 cases.
 - Evidenced-based practices and legislative mandates implemented since the SB 2030 study requires that workers spend more time per case, which means cases per worker should be even smaller than called for in the SB 2030 recommendations.
- *General Assistance (GA)* – the current caseload for an eligibility worker in GA is 393 cases. GA recipients include people able to work, those unable to work due to a disability, and those enrolled in residential substance abuse treatment. The size of the caseload prohibits a high level of individualized services and creates delays in processing applications.

² The SIP serves as the operational agreement between the County and State, outlining how the County will improve its system to provide better outcomes for children, youth, and families.

Senior Transportation

- The needs assessment informing the 2012-2016 area plan placed transportation in the top 10 priorities to help seniors remain independent and access needed services. There is a small amount of dedicated Older Americans Act funding; the AAA received a small Metropolitan Transportation Commission grant and HSD continues to look for additional funding to sustain this needed service and expand service to geographically and socially isolated seniors, as well as a need to collaborate among transportation providers. Currently, over 4,000 volunteer rides are provided annually through the Sebastopol Area Senior Center. A comparable need exists throughout the geographically isolated parts of the County, where residential areas exist beyond the .75 mile Paratransit route limits. Collaboration, coordination and mobility management are key to cost-effectively providing these services.

Employment and Training

- *Sonoma County Youth Ecology Corps (SCYEC)* – there is not enough funding in this award-winning service program to meet the needs of youth. In 2014, there was only enough funding to hire 183 youth due to funding restrictions. On average, 654 applications have been received per year during the past three years. Additional funds are especially needed for the year round program component.
- *Subsidized Employment* - based on new regulations, the CalWORKs program will engage clients in subsidized employment to increase wages, create self-sufficient individuals and families, and increase work participation rates. Subsidized employment will prepare participants who lack experience with workplace expectations to gain marketable job skills, work through barriers while developing good work habits, build a work history and obtain job references and advance their opportunities to obtain permanent employment. These activities are consistent with Upstream goals.
- *Career Pathways* – there is a need to increase the number of students in career technical education. Sonoma County is part of a 6-county collaborative led by the Sonoma County Office of Education to develop 67 pathways into high schools corresponding to 38 Common Core curriculum pathways.

Food Insecurity

- *CalFresh Outreach* – despite successful HSD outreach leading to an increasing number of residents receiving CalFresh, there are still approximately 47,000 individuals and families who may qualify for benefits in Sonoma County; yet only 80% of those eligible currently receive CalFresh benefits.
- *Senior Nutrition* – through 2012 Unmet Needs requests, HSD provided augmented funding for senior nutrition services in recognition of the increasing cost of doing business. Service providers do not receive actual cost reimbursement for meals served. As the senior population increases, the need for congregate and home delivered meals will increase 9% each year. For nutrition contractors to keep pace with the increasing demand, expand services to additional geographic areas and provide culturally appropriate meals, additional funding is necessary. Also, participation by seniors in the CalFresh program grew 16.5% in the last year, an increase of 1,391 additional CalFresh beneficiaries age 60 or above. Much work remains to

reach and enroll an estimated additional 7,700 potentially eligible seniors; only 27% of eligible seniors currently receive CalFresh benefits.

Housing

- *CalWORKs* – currently, only provides a one-time, 16-day housing support. The State now allows the use of CalWORKs funding to be used for housing assistance. Approximately 241 CalWORKs families (or 12% of total) are homeless or at risk of being homeless at initial appraisal.
- *Child Welfare* – social workers cite housing as a top need for their clients, which, when unmet, can interfere with timely reunification with their children. Contracted emergency and/or temporary housing for families or for children who have been commercially sexually exploited is needed.

Access to Services

- *Paulin Remodel* – due to ACA implementation, the 1960's lobby design no longer meets the need of today's services. HSD has been working with a consultant (Intelegy) who has helped to develop service center models in comparable counties in California. Intelegy has advised that HSD has an "old school" model for lobby functions and needs to make changes to HSD's business processes and physical flow of client lobby traffic.
- *Outreach*
 - *Veterans* – there is a need to provide additional outreach to Veterans to meet community need. HSD served 4,878 Veterans in FY 2013-14. At best, this is only 15% of the total Veteran population of 32,000 individuals in Sonoma County. While all 32,000 Veterans do not require assistance, HSD believes that there are additional individuals in need of services.
 - *Child Abuse Training* – additional staff is needed provide outreach and child abuse training to mandated reporters as a result of new legislation requiring all school employees to participate in mandated reporter training.
- *Place-based Services* – with the exception of social workers going out into the community to meet with clients, the majority of HSD services are Santa Rosa-centric. There is a need to provide greater services to the outlying areas of the County, in alignment with the Portrait of Sonoma County.
- *Internet translation services* – a contract is needed to translate HSD's web pages to reach Spanish-speaking clients.
- *Social Media* – Job Link needs to join the modern age of job search by creating social media sites to post jobs and share employment information.

Technology

Staffing

- *IT* – with the increased emphasis to gather data to show program outcomes, additional tools are needed to track data. Staff members are currently unable to respond timely to requests for complex and automated reporting tools.
- *Job Link* – the state has implemented a new system to track data. Staffing is required to implement, train, and support the new system locally to meet the needs of clients, staff and the State.

Document Imaging

- HSD has been providing document imaging services to CalWORKs, CalFresh, and Medi-Cal for a number of years. This has allowed better and timelier access to data and documentation for eligibility staff, resulting in enhanced processing and case management services. There is an increasing need to digitally image documents that come into HSD for all program areas. While HSD has had the ability to image documents for years, the increased need from all program areas will require the need to restructure and increase the department's capacity to image many more documents so that they will be able to be accessed timely and efficiently and reducing the cost to store paperwork.

Fiscal

Tools – continued adoption and adaptation of existing technology will assist with fiscal processing, claiming, and leveraging of funds. An example is automating time studies used by each staff member to enhance accuracy in claiming costs.

Staffing – there is an increased need for budget management, cash flow analysis, reporting, process evaluation, and leveraging of funds.

Reserves – HSD is exploring establishing a working capital fund reserve needed to cover cash needs, create a “rainy day” fund, and “level” funding fluctuations.

Program Supports

Coordination

- *Service Center* – currently, the Service Center has multiple staff overseeing pieces of managing, staffing and data collection. A coordinated service model will positively impact client service delivery and produce uniform, shared measurements. This data would be used to reduce wait times and backlogs of tasks. HSD has been working with a consultant (Intelegy) who has helped to develop service center models in comparable counties in California. Intelegy has advised that HSD has an “old school” model for lobby functions and needs to make changes to HSD's business processes and physical flow of client lobby traffic. HSD is proposing recommendations reflecting the analysis and work completed in collaboration with the consultant.

Furnishings and Equipment

- Work stations, including converting existing work stations to sit/stand stations.
- Mobile work tools

Quality Assurance

- Federal SNAP regulations require counties to have a process in place to perform quality assurance reviews of SNAP (CalFresh) cases; The State has recently completed an audit and has informed HSD that Sonoma County does not have this mandated process in place and is one of only two California counties to be out of compliance with this regulation. The goal of the QA function would be to improve the accuracy of CalFresh benefits to clients, to identify problem areas, and train staff.
- HSD's Special Investigations Unit, whose primary clients are eligibility workers, has a backlog of referrals creating delays in processing applications or incorrect eligibility determinations due to lack of timely information.

Data and Reports

- Database supports, shared measurement tools, and dashboard reports

Planning, Research, and Community Engagement

Response to Community

- Due to significant increases in the number of requests from community groups and other County-led initiatives to convene and provide technical support, HSD has identified a critical need for staff to deliver timely and appropriate resource connections and services. HSD's Planning Research Evaluation and Engagement Division is engaged in over 10 county-sponsored community initiatives and is expected to participate further with the *A Portrait of Sonoma County 2014* report to support place-based interventions.
- There is a chronic backlog of unfulfilled requests for HSD support in the area of individual and stakeholder engagement, department-wide marketing, and outreach through website redesign. A recent survey of HSD staff ranked collaboration, communication, and community engagement in one of the top areas critical to improve service delivery effectiveness.

Program Effectiveness and Measurement

- There is an ongoing and increasing need for evaluation services, data analysis and shared outcome evaluation to determine the efficacy and cost benefit of HSD services.
- There is insufficient staffing to implement and oversee a tool to track and report on outcomes across multiple programs, County departments, and community-based organizations.

In order to meet this long list of community and department needs, HSD determined that it would need an additional 289 staff and \$50 million in increased contract services and non-staff costs, totaling over \$80 million.

Proposed HSD Priorities (2014)

Funding Outlook

In as much as HSD's financial picture is certainly more positive than in the past, it should be noted that allocations and Realignment have specific funding requirements that limits HSD's flexibility around use of the funds. For example, Realignment-2011 funds can only be spent on child welfare and adult protective services activities and CalWORKs funding must be spent on CalWORKs eligible recipients.

There are several programs operated by Human Services where Realignment funding and federal/state allocations from the Department of Social Services cannot be used to support them. These include Veterans Services, Public Administrator, and the Area Agency on Aging. There are other programs, most notably the Sonoma County Youth Ecology Corps, where HSD provides funding support through the Workforce Investment Act, and some CalWORKs dollars where those funds are fully utilized to the extent allowable and the only available source for further program expansion is outside of the Department's funding structure. HSD continues to look for additional funding opportunities to serve vulnerable populations within these programs, and continues to look creatively at funding to seek out opportunities to maximize funding by looking at commonalities in our client population base and other claiming activities.

While increases in funding enables HSD to partially address many of the identified unmet service needs, the updated state/federal allocations are still insufficient to completely address all of them. HSD's recommendations focus primarily on programs that have been historically and severely underfunded and/or reduced in prior years.

The outlook for the sustainability of on-going HSD funding remains strong for a number of reasons:

- HSD keeps apprised of funding trends through strong participation in the County Welfare Directors' Association (CWDA).
- Public assistance allocations from the State, such as CalFresh, are tied to caseload growth (which continues to increase) and are matched by Federal allocations which allow funding to be more stable.
- The Affordable Care Act has provided a source of sustained funding.
- CalWORKs has rededicated service supports and funding to its original mission to help families achieve self-sufficiency, including dedicated Family Stabilization and housing funding.
- Realignment, Title IVE and IHSS MOEs provide increases in sustainable funding.

Title IV-E Waiver

Currently, federal Title IV-E funds provide payments for foster care board and care and for the cost of a narrow array of administrative activities associated with managing federal foster care cases. The Title IV-E waiver, recently approved by the Board on September 9, 2014, will result in an estimated \$11 million increase in federal funds over the next 5 years for local child welfare and probation activities. The Title IV-E Waiver is a different way to fund foster care. It transforms federal foster care revenue into a stable and flexible block-grant to administer the foster care program. Under the traditional funding structure authorized by the federal Social Security Act, welfare departments receive funding only after a child has been removed from the home. Under the Title IV-E Waiver, Sonoma County will receive a guaranteed federal allocation with an annual increase, which greatly expands how and on whom the funds can be spent, as long as funds remain invested the child welfare and probation systems.

The Title IV-E Waiver is a joint project of HSD and Probation Department. Staff members from both departments have engaged in extensive cost-benefit and feasibility analyses. The IV-E Waiver provides a new opportunity to think creatively and to invest in upstream interventions in support of safe, healthy, and caring communities. The targeted areas of practice improvements for both departments include: develop/formalize a full continuum of placement options; increase number of foster homes; decrease the percent of youth in group homes; and increase the percent of youth placed with relatives.

In addition, these SIP strategies may be accomplished with IV-E waiver funds such as:

- Leveraging newly available state funding to pay relatives caring for children a rate commensurate with licensed foster homes;
- Expanding relative searches for children to shorten length of time spent in foster care;
- Engaging in multi-system collaboration to serve the needs of and prevent commercially sexually exploited children;
- Recruiting and contracting with youth and family therapists trained in trauma-informed therapeutic interventions; and
- Expanding family team decision making and other opportunities for community collaboration.

Prioritization Process

While HSD's "optimal" priorities were examined, new funding allocations had to be considered. These new allocations must be used specifically for prescribed areas of program, such as for Child Welfare instead of Veterans Services. In other words, the funding must be used as allocated; recognizing that more work still needs to be done so that other, vulnerable populations receive what they need.

There are many current HSD unmet service needs in Sonoma County; however, HSD's goal was to prioritize services that would be funded, leveraged, and aligned with County goals and initiatives. HSD used the following factors to develop proposed priorities:

- Collective impact initiatives
- *A Portrait of Sonoma County 2014*
- Local community and service demand data
- Board of Supervisors' strategic goals

Collective Impact Initiatives

Sonoma County supports collective impact initiatives such as Health Action and Upstream Investments (Cradle to Career, READY, etc.). Within these initiatives are practices that are evidence-based and must be carefully guided and measured to work well. These practices focus on building long-term, positive results for individuals and families, within their community. Each practice begins at the root of the identified issue, such as poverty.

Existing collective impact initiatives (such as Upstream Investments) align with current regulatory or mandated services such as Family Stabilization, Medi-Cal, CalFresh, community outreach, access to services, and strengthening families for child safety and well-being. These services are consistent with the specific Upstream principals that focus on early intervention and prevention by meeting a family's primary needs (such as health, food and housing) within their community.

A Portrait of Sonoma County 2014

A Portrait of Sonoma County 2014 illustrates the disparities in the community by documenting how health, education, and income intersect in Sonoma County communities. The report's Human Services Index provides a blueprint for place-based interventions.

HSD currently provides place-based services through contracts with community-based organizations throughout Sonoma County. These partner agencies provide many direct services to HSD clients in the communities where the individuals live.

Beyond existing contracted services, *A Portrait of Sonoma County 2014* assisted HSD by identifying key, vulnerable areas where place-based services will provide the most impact, such as:

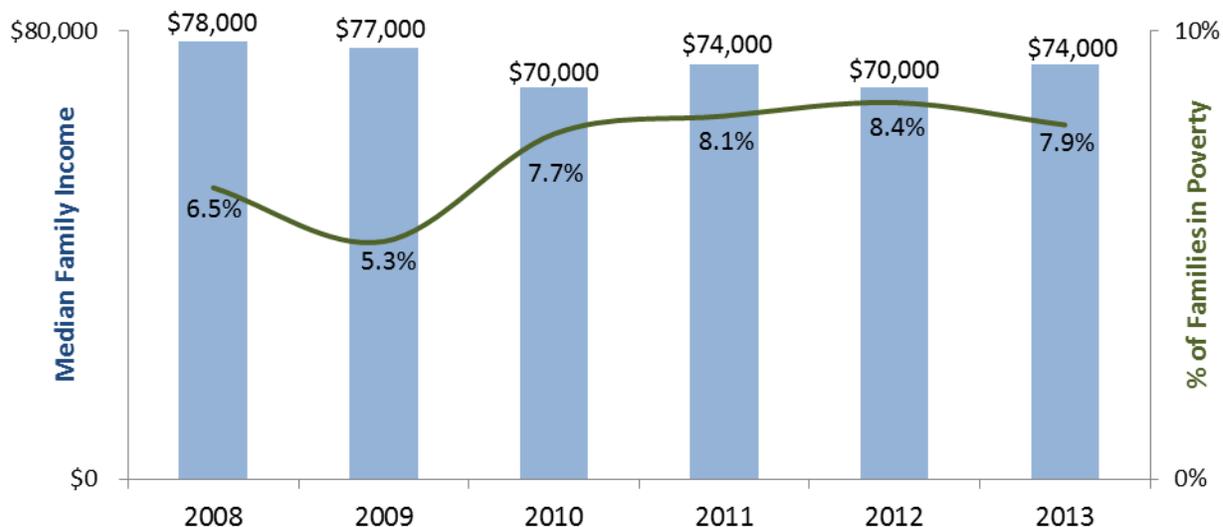
- Placing staff members in at-risk community locations by utilizing space with other County departments, public entities, and/or community providers
- Adding hoteling work stations within strategic locations
- Adding kiosks in specific locations for 24/7 customer access to apply for services and access information

Local Community and Service Demand Data

HSD used local economic, demographic, and service demand data to help determine its proposed priorities. Many Sonoma County residents are in need of HSD services, as illustrated by the median income and poverty rates presented in Graph 3, below.

Graph 3: Sonoma County Families: Income and Poverty Rates, 2008-2013³

Family income decreased and poverty increased during the recession; this data highlights continued community need today.



During this same period, 2008 to 2013, inflation rose 4.3% in Sonoma County⁴, meaning the cost of goods and services increased while wages fell. Even though housing costs were initially depressed, in 2013, 32% of homeowners and 47% of renters spent 35% or more of their income on housing⁵.

HSD identified seniors/dependent adults and veterans as specific underserved populations. Graph 4 illustrates Sonoma County's growing senior population.

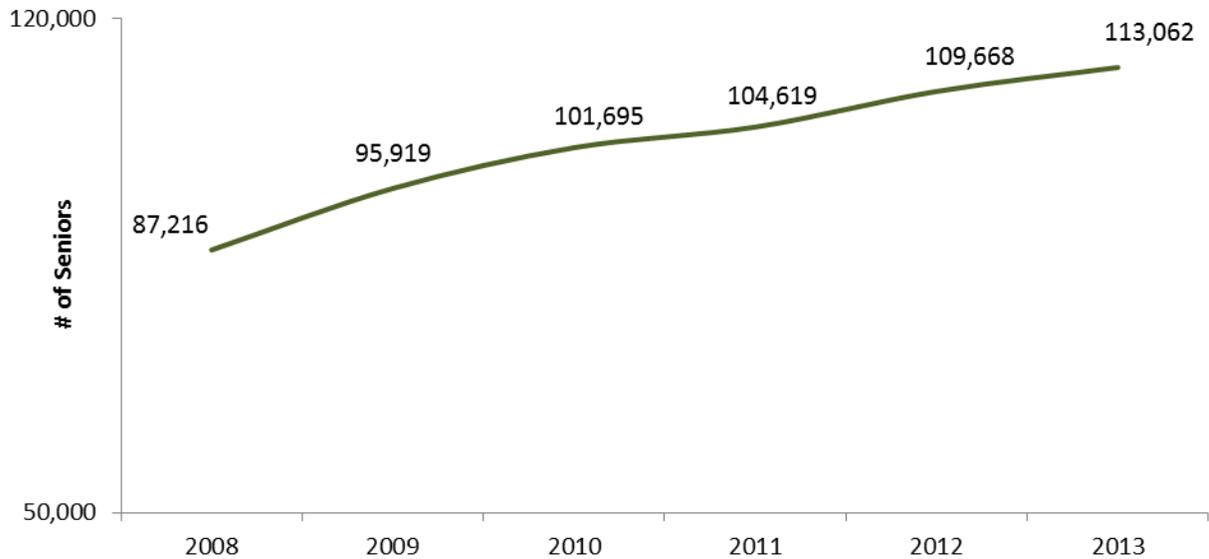
³ 2008-2013ACS 1-year estimates, available on-line at factfinder2.census.gov

⁴ Bureau of Labor Statistics, 2008-2012 Consumer Price Index, available online www.bls.gov

⁵ 2013ACS 1-year estimates, available on-line at factfinder2.census.gov

Graph 4: Sonoma County Senior Population Age 60 and Older, 2008-2013⁶

There has been a 30% increase in Sonoma County residents age 60 and older since 2008.



Notably, the number of seniors age 65 and older is projected to increase to 126,762 (representing 24% of the total population) by 2030⁷. This demographic shift will impact many HSD programs including IHSS, APS, and AAA programs.

Further, there are approximately 32,396 civilian veterans in Sonoma County, representing 8% of the total population⁸. Although the number of clients assisted by Veterans Services has increased by 25% since FY 2011-12 (see page 4), there are many more potential clients in the community and additional outreach is needed.

Seniors/dependent adults and veterans are particularly in need of additional outreach and services.

⁶ 2008-2013ACS 1-year estimates, available on-line at factfinder2.census.gov

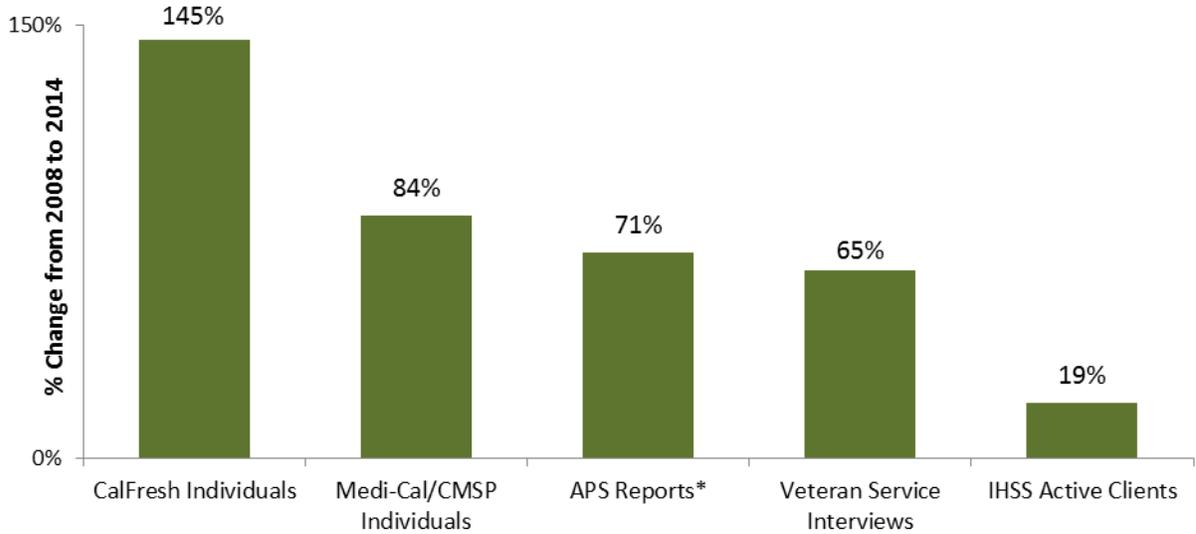
⁷ California Department of Finance projections, available on-line at www.dof.ca.gov

⁸ 2013ACS 1-year estimates, available on-line at factfinder2.census.gov

Due to the community need, many of HSD’s programs and service have seen significant increases in clients, illustrated in Graph 5, below.

Graph 5: HSD’s Top 5 Increases by Program Type, 2008-2014

HSD services have experienced large increases in clients, especially the CalFresh program.

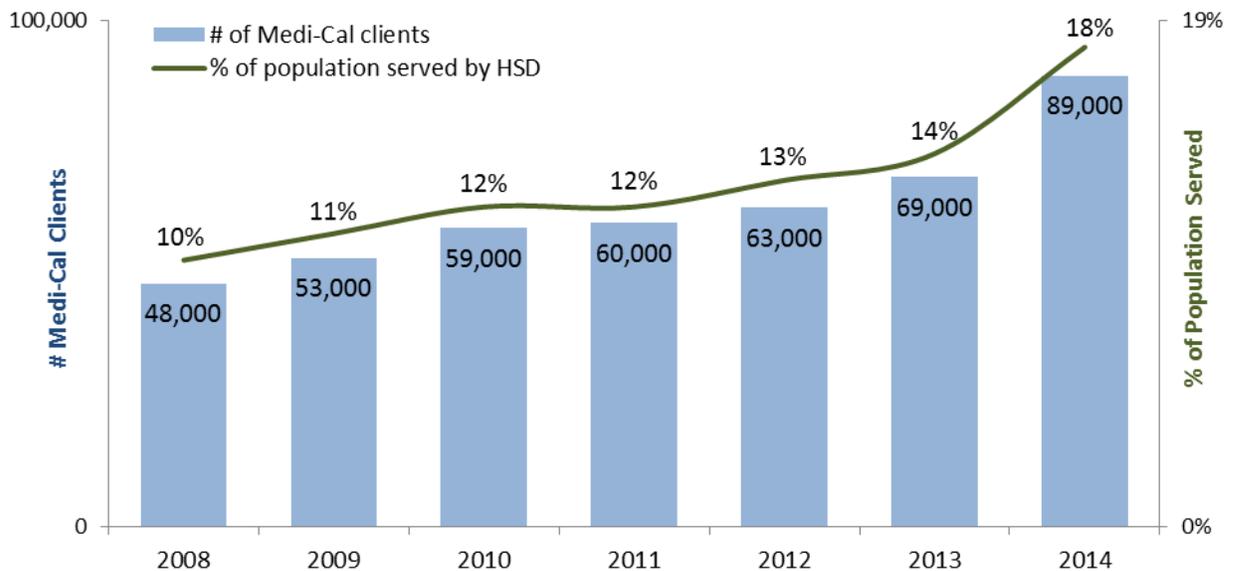


*Comparison is to 2009

Medi-Cal caseloads were growing steadily before ACA, and Graph 6 shows the dramatic increase in clients after ACA implementation.

Graph 6: Sonoma County Medi-Cal Clients Served by HSD, 2008-2014⁹

Since implementation of ACA, nearly 1 in 5 Sonoma County residents now receive Medi-Cal.

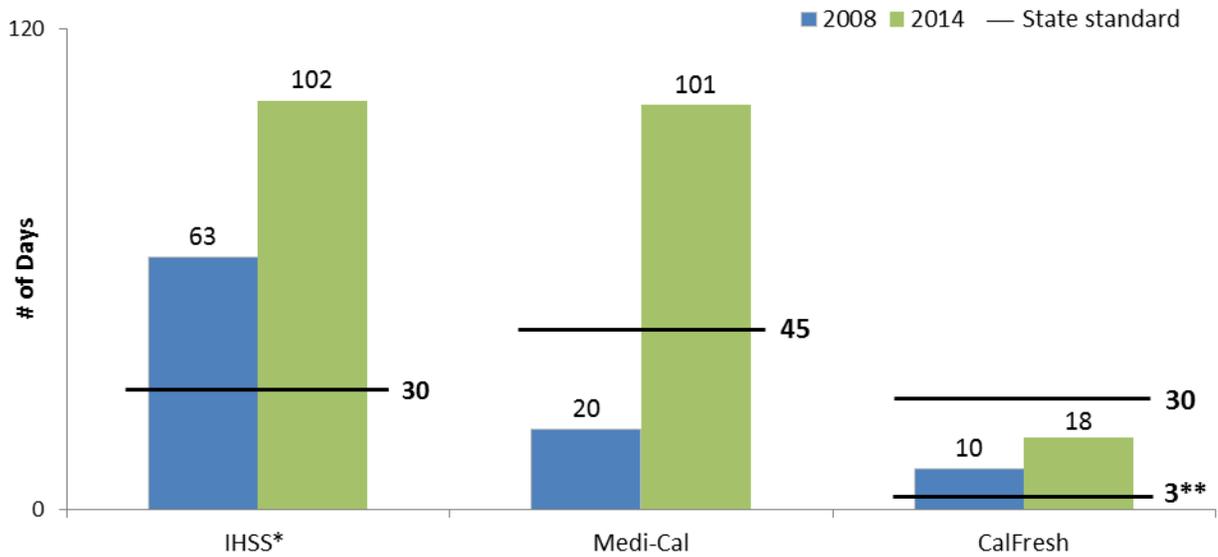


⁹HSD Medi-Cal/CMSP data; 2008-2013ACS 1-year population estimates, available on-line at factfinder2.census.gov

While HSD has worked diligently to increase the capacity to meet the increased demand, the wait times to receive approval has grown in several programs, presented in Graph 7.

Graph 7: Average Client Wait Times for Select HSD Programs, 2008-2014

Wait times have especially increased for Medi-Cal Clients.



*Comparison is to 2011

**For clients who meet emergency service criteria in the CalFresh program

It is important to note that even though wait times have increased in these programs, once an application is approved, the client receives benefits starting from the date of the original application, even when the approval happens after that date.

Current staffing has not kept pace with the increased demand for HSD services and increased program complexities, resulting in increased wait times for approval.

Prioritized 2014 Requests and Alignment with the Board of Supervisors’ Strategic Goals

With the previously discussed “big picture” unmet service needs totaling over \$80 million, HSD had to set priorities based on what is fundable and what the key factors (described above) indicated. Then HSD adjusted the “big picture” lens by aligning the prioritized requests with the Board of Supervisors’ strategic plan goals:

Goals	1. Safe, Healthy & Caring Community	2. Economic & Environmental Stewardship	3. Invest in the Future	4. Civic Services & Engagement
Definitions	<ul style="list-style-type: none"> ✓ Needs of diverse communities are met through innovative public safety, health care, housing, educational, recreational & volunteer opportunities ✓ Individuals recognize need for all to contribute to the betterment of the community (shared responsibility) 	<ul style="list-style-type: none"> ✓ Invest in jobs, workforce, institutions, & community infrastructure; support a diverse & thriving economy ✓ Invest & support agriculture & agribusiness ✓ Create community where local governments, business, CBO’s, & residents value & use resources to protect & enhance the county’s natural environment 	<ul style="list-style-type: none"> ✓ Invest upstream in health, education & human services (prevention) to decrease need for and costs of enforcement & incarceration (treatment & punishment) ✓ Invest in Infrastructure, systems, etc. to save money in the long-term ✓ Adopt a balanced budget & maintain appropriate reserves 	<ul style="list-style-type: none"> ✓ Engage and encourage citizen participation through elections ✓ Increase support for County services & programs, foster increased understanding of what the County does ✓ Seek to align public service provided with community needs & desire

Below are the proposed 2014 unmet needs priorities, as aligned with the Board of Supervisors’ goals:

Board’s Goals				Programs	Requests	Expected Outcomes
1	2	3	4			
				CalFresh/Medi-Cal	26 FTEs; Paulin lobby remodel; technology; outreach contract with Redwood Empire Food Bank	Improved: speed of processing applications; coordination; error rates; CalFresh participation rates
				CalWORKs/Job Link	3 FTEs; enhanced subsidized employment; housing contracts	Improved: Job Link technology system; business services; housing
				Veterans Services	1 FTE	Improved: outreach and service delivery
				IHSS	23 FTEs	Improved: speed of processing applications; compliance with new statute; case management
				Adult Protective Services	15 FTEs; public health staff at DHS	Improved: ability to fully investigate referrals and adequately address health and safety risks.
				Child Welfare	16.5 FTEs; VOMCH one-time expenses; Psych contract	Improved: System Improvement Plan outcomes; caseload sizes; performance rates; Valley of the Moon Children’s Home
				Program Support	5 FTEs; technology upgrades	Improved: fund utilization; use of technology

While increases in funding enables HSD to partially address many of the identified unmet service needs, the updated state and federal allocations are still insufficient to completely address all of them with this proposal. The priorities presented above focus primarily on programs that have been historically and severely underfunded and/or reduced in prior years. They can be expanded with HSD funding sources. Some programs (such as Veterans Services, Public Authority, the Area Agency on Aging, transportation, etc.) have very little or no funding for services. These essential services are gaps that still need to be addressed creatively with County and community partners.

HSD's proposed priorities are expected to help staff meet service demands and more effectively and efficiently serve Sonoma County residents.

Conclusion

Over the past two years, HSD has served more residents than ever before. Programs shifted from serving 1 in 9 to serving 1 in 6 Sonoma County residents. To date, over 89,000 people are served by Medi-Cal alone. Although this report shows what HSD has accomplished since 2012, current staffing has not kept pace with the increased demand for services; HSD's goal and mandate is to continue to respond to essential community needs by serving individuals and families as quickly and efficiently as possible.

HSD based the proposed priorities in this report on these key factors: available funding; local collective impact initiatives; research identifying the need for place-based services (*A Portrait of Sonoma County 2014*); current economic, demographic, and service demand data; and the Board of Supervisors' strategic plan goals.

HSD has joined local community partners to maximize, strengthen, and sustain positive change. As the community's needs change, HSD will be flexible to respond to the changes, based on available funding.

Unmet Needs Priorities and Funding Requests
October 21, 2014

ATTACHMENT 2

Funding Source: CalFresh/MediCal

Requested Program Improvements		Expected Impacts	
Program Development Manager and three Administrative Aides to oversee automated solutions implemented as part of the Economic Assistance Intake Redesign, including lobby check in kiosks, appointment management software, workforce management software and a newly designed Task Management Tracker. Fund one year pilot by the Redwood Empire Food Bank to provide CalFresh education and application assistance, based on the Alameda Food Bank model, to Sonoma County residents who utilize the food bank.		Coordinated and automated services resulting in reduced wait times for clients requesting services. Improved outreach to County residents eligible for CalFresh benefits, increasing CalFresh caseload by 10% (additional 3,000).	
FTE	Positions/Services	Annual Cost	FY 14-15 Cost
1.0	Program Development Manager	\$156,885	\$78,443
3.0	Administrative Aide	\$312,600	\$156,300
	Contract: Redwood Empire Food Bank	\$149,190	\$74,595
4.0	Totals	\$618,675	\$309,338

Two additional units of eligibility staff to reduce Medi-Cal backlog caused by higher-than-projected applications received, the state's slow data processing system, the need to manually process denials and determine eligibility for increasing CalFresh applications. This represents a 9% increase in Eligibility Workers in the Economic Assistance Division.		Reduced wait times for clients to receive Medi-Cal benefits from currently over 100 days back closer to 2008 wait times of 20 days.	
13.0	Eligibility Worker I/II	\$1,176,886	\$588,443
2.0	Eligibility Worker III	\$210,823	\$105,412
2.0	Eligibility Supervisor	\$231,769	\$115,885
17.0	Totals	\$1,619,478	\$809,739

Staff to perform quality assurance reviews required for SNAP (CalFresh) cases, with the goal of improving the accuracy of CalFresh benefits to clients, to identify problem areas, and train staff. This is a new function; HSD is one of two counties currently out of compliance.		Compliance with federal program guidelines regarding quality assurance.	
4.0	Eligibility Worker III	\$421,646	\$210,823
1.0	Eligibility Supervisor	\$115,884	\$57,942
5.0	Totals	\$537,530	\$268,765
26.0		\$2,775,683	\$1,387,842

One-Time Expenses

Construction expense for redesign and remodel of the Paulin Drive office lobby in conjunction with the service model redesign. Request is based on an estimate from General Services. Expected Impacts: Improved physical flow and model of services resulting in reduced client wait times and improved client experience.	\$1,180,000
Technology upgrades for Economic Assistance Intake Redesign, including new task management tool, lobby management and appointment computer system, kiosks for client use, and telephone upgrades which would include an updated automated call distribution system, call recording, and call monitoring and workforce management tools. Expected Impacts: Reduced client wait times and improved client experience.	\$646,650
1 Car for new Quality Assurance Unit. Expected Impact: Improved home/site visits.	\$25,000
Total One-time Expenses	\$1,851,650

**Unmet Needs Priorities and Funding Requests
October 21, 2014**

Funding Source: CalWORKs/WIA

Requested Program Improvements		Expected Impacts	
One position to help the transition to and maintain the new CalJOBS case management system for the Job Link program. One time-limited position to implement and facilitate participation in 6-county collaborative grant to develop 67 pathways into high schools corresponding to 38 Common Core curriculum pathways.		Compliance with CA Employment Development Department requirements. Increased in students in career technical education and increased coordination with education partners. As this is a new grant, impacts are unknown but will be tracked.	
FTE	Positions/Services	Annual Cost	FY 14-15 Cost
1.0	Public Assistance Systems Specialist (CalJOBS)	\$142,584	\$71,292
1.0	Employment & Training Coordinator (Career Pathways-Time Limited)	\$120,084	\$60,042
2.0	Totals	\$262,668	\$131,334

Funding for an MOU with the Economic Development Board to hire a Business Representative to work with community businesses to match employers and job seekers and assisting businesses to meet their workforce needs.		Increased employment opportunities for Job Link and CalWORKs program participants. As this is a new program component, impacts are unknown but will be tracked.	
	MOU: Expanded Subsidized Employment	\$200,000	\$200,000
	Totals	\$200,000	\$200,000

Program Planner and Evaluation Analyst with CalWORKs single allocation to develop the Housing Support program, support and monitor performance, and act as a liaison with other County departments and agencies to coordinate housing services.		New program to place 85 CalWORKs families into subsidized housing, plus resources for housing retention.	
1.0	Program Planning & Evaluation Analyst - (11/1/14 start)	\$134,330	\$67,165
1.0	Totals	\$134,330	\$67,165
3.0	Total CalWORKs/WIA Requested	\$596,998	\$398,499

Unmet Needs Priorities and Funding Requests
October 21, 2014

Funding Source: General Fund

Requested Program Improvements		Expected Impacts	
Additional Veteran Claims Worker II will reduce direct client services workload for Manager (Veteran Services Officer) and distribute caseload among staff. (50% of this position is matched by federal health funding).		Increased outreach resulting in a 20% increase in Veterans Services (additional 975).	
FTE	Positions	Annual Cost	FY 14-15 Cost
1.0	Veterans Claims Worker II	\$46,235	\$23,117
1.0	Totals	\$46,235	\$23,117

Funding Source: IHSS Maintenance of Effort (MOE)

Requested Program Improvements		Expected Impacts	
Twenty-three additional IHSS staff to reduce wait times for IHSS services and perform additional program requirements imposed by Senate Bills 855 and 873 relating to provider work week agreements, overtime, travel rules and provider wait times. One Micrographic Technician to begin imaging client records.		Reduced wait times for clients to receive in-home supportive services from the current wait of 3.5 months to 30 days or less.	
FTE	Positions	Annual Cost	FY 14-15 Cost
18.0	Social Services Worker III - (11/1/14 start)	\$2,034,360	\$1,342,678
1.0	Social Services Supervisor II - (11/1/14 start)	\$143,073	\$94,428
0.5	Home Care Support Specialist - (11/1/14 start)	\$42,536	\$28,074
1.0	Section Manager - (11/1/14 start)	\$168,761	\$111,382
0.5	Program Planning & Evaluation Analyst - (11/1/14 start)	\$67,165	\$22,164
1.0	Social Services Supervisor I - (11/1/14 start)	\$135,993	\$89,755
1.0	Micrographic Technician II	\$88,526	\$44,263
23.0	Totals	\$2,680,414	\$1,732,745

One-Time Expenses

2 Cars	Expected Impact: Improved home/site visits.	\$50,000
Total One-time Expenses		\$50,000

**Unmet Needs Priorities and Funding Requests
October 21, 2014**

Funding Source: Realignment

Requested Program Improvements		Expected Impacts	
<p>Family, Youth & Children's Division: Two Childrens Residential Care Counselors at Valley of the Moon Childrens Home (VMCH) to address increase in children with higher acuity needs. One Residential Service Worker for VMCH to reduce reliance on extra help. Two Social Service Worker IVs in the Adoptions Unit to increase capacity in Permanency Planning section and to meet program outcome expectations.</p>		<p>VMCH: 70% of youth will report a positive experience during exit interviews; 70% of children will remain 60 days or fewer at VMCH. Adoptions will increase from 12.4% to 19%.</p>	
FTE	Positions	Annual Cost	FY 14-15 Cost
2.0	Childrens Residential Care Counselor II	\$213,036	\$106,518
1.0	Residential Services Worker	\$80,088	\$40,044
2.0	Social Services Worker IV	\$251,468	\$125,734
5.0	Totals	\$544,592	\$272,296

<p>Adult & Aging Division: Nine Social Services Worker IVs to investigate allegations of elder abuse and one Social Services Supervisor to supervise the nine new Social Workers. One Social Services Worker IV in the Linkages program to shorten the waiting list and expand short term care management to functionally impaired adults. Through an MOU with the Department of Health Services, funding for one Mental Health Liaison in Adult Protective Services and two Public Health Nurses and one Supervising Public Health Nurse, which allocations will be within the Sonoma County Department of Health Services.</p>		<p>Each additional Social Worker will be able to add 144 additional clients per year, increasing the number of home visits to investigate allegations of elder abuse. Nine additional Social Workers equates to almost 1300 more clients seen annually.</p>	
9.0	Social Services Worker IV	\$565,803	\$282,902
1.0	Social Services Supervisor II	\$71,537	\$35,768
1.0	Social Services Worker IV	\$125,734	\$62,867
	Mental Health Liaison - MOU with DHS	\$81,500	\$40,750
	Public Health Nurse - MOU with DHS	\$62,980	\$31,490
	Supervising Public Health Nurse - MOU with DHS	\$36,879	\$18,440
11.0	Totals	\$944,433	\$472,216
16.0		\$1,489,025	\$744,512

One-Time Expenses

VMCH furniture and props for resident children under age six	\$10,000
VMCH consultation on nutrition program	\$6,000
VMCH shade structure for play yard	\$40,000
VMCH tables/chairs for the foster parent and staff trainings/meetings	\$5,000
Resident fitness program: baseball field improvements, gym memberships, consultation	\$20,000
Laptops, tablet PCs and/or smart phones for field staff	\$50,000
Total One-Time Expenses	\$131,000

**Unmet Needs Priorities and Funding Requests
October 21, 2014**

Funding Source: Title IV-E (MOE)

Requested Program Improvements		Expected Impacts	
<p>One Social Services Supervisor II to supervise additional Social Services Workers in Permanency Planning. An additional Micrographic Technician II to begin document imaging for FY&C and additional demands from the Adoptions, Permanency & Planning Section of the Family, Youth and Children Division. Two Social Services Worker IVs in FY&C's Voluntary Family Maintenance unit to reduce caseloads per worker. Two Social Services Worker IVs in FY&C's Permanency Planning unit to enhance the exits to permanency rate. One Social Services Worker IV (bilingual) to support an increase in licensed Spanish-speaking foster family homes. One Administrative Aide for entering and tracking data and coordinating the transfer of child care services from FY&C to community care organizations. One half-time Senior Office Assistant to perform time sensitive and intensive background checks for emergency response cases. Two Senior Office Assistants to enter data into the new Apricot database and run reports that will allow staff at all levels to make informed decisions about the effectiveness of services provided. One half-time Senior Office Assistant to assist with recruiting prospective adoptive parents and to support the Placement Unit and licensing procedures. Funding for a contract Psychiatrist to provide a second opinion on prescriptions for psychotropic medications.</p>		<p>Improved safety for children through reduced caseloads. Improved ability to meet state standard for System Improvement Plan strategies, including timely reunification of families, reducing children in foster and group homes, increasing placement with relatives and finding permanent families for older youth. Improved safety for Social Workers conducting emergency response investigations. Improved evaluation of service delivery effectiveness. Improved evaluation of psychotropic drug prescriptions for children. Improved access to electronic client records.</p>	
FTE	Positions	Annual Cost	FY 14-15 Cost
1.0	Social Services Supervisor II	\$143,073	\$71,537
1.0	Micrographic Technician II	\$88,526	\$44,263
2.0	Social Services Worker IV	\$251,468	\$125,734
2.0	Social Services Worker IV	\$251,468	\$125,734
1.0	Social Services Worker IV (bilingual)	\$127,606	\$63,803
1.0	Administrative Aide	\$104,200	\$52,100
0.5	Senior Office Assistant	\$43,377	\$21,689
2.0	Senior Office Assistant	\$173,508	\$86,754
1.0	Senior Office Assistant	\$86,754	\$43,377
	Contract: Psychiatrist	\$50,000	\$25,000
11.5	Totals	\$1,319,980	\$659,990

One-Time Expenses

2 Cars	Expected Impact: Improved home/site visits.	\$50,000
Total Title IV-E Requested		\$709,990

Unmet Needs Priorities and Funding Requests
October 21, 2014

Funding Source: Multiple Funding Sources (claim)

Requested Program Improvements		Expected Impacts	
One Department Analyst to support budget management, cashflow analysis, reporting, process evaluation and leveraging funds. One Program Planning & Evaluation Analyst to design and implement effective outreach strategies, perform program evaluation, prepare marketing materials and redesign HSD's website and oversee the shared outcomes measurement system. One Department Information Systems Manager and one Office Support Supervisor to support the restructuring of the Document Management Unit to handle the increasing volume of document imaging. One Human Services Systems and Programming Analyst to reduce response time to data management requests.		Increased funding allocations through leveraging funding sources. Improved program evaluation, outreach and marketing of HSD services. Improved access to electronic client records for program staff. Improved program data.	
FTE	Positions	Annual Cost	FY 14-15 Cost
1.0	Department Analyst - (11/1/14 start)	\$133,440	\$89,405
1.0	Program Planning & Evaluation Analyst - (11/1/14 start)	\$134,330	\$90,001
1.0	Department Information Systems Manager	\$179,165	\$89,583
1.0	Office Support Supervisor	\$99,168	\$49,584
1.0	Human Services Systems and Programming Analyst	\$148,233	\$74,117
5.0	Totals	\$694,336	\$392,689

One-Time Expenses

Automated time study software to continue adoption and adaptation of existing technology. Expected Impacts: Improved fiscal processing, claiming, and leveraging of funds and enhanced accuracy in claiming costs.	\$180,000
Microsoft Licensing – HSD has not upgraded Microsoft licenses since 2009. It is imperative that within the next 12-18 months that HSD upgrades the core computing components of Microsoft including Exchange (email system) and Active Directory."Sharepoint" Internet, Email, Active Directory, & Office. Expected Impacts: Improved communication for HSD employees, leading to more effective service delivery to clients.	\$600,000
Total One-Time Expenses	\$780,000

Grand Total FTE Requested	85.5
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Note: Differences between this report and the budget adjustments in the Board item are due to operating transfers and additional grants. This document is not intended to reconcile with the budget resolution and is not intended to represent the total of the budget adjustments.



County of Sonoma
State of California

Date: October 21, 2014

Item Number: _____
Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing Budgetary Adjustments To The 2014 – 2015 Budget For The Human Service
Department, In The Amount of \$21,250,424**

Whereas, the Board of Supervisors has adopted a Final Budget for the Human Services Department; and

Whereas, the Government Code allows for adjustments to the Final Budget during the 2014 – 2015 Fiscal Year;

Now, Therefore, Be It Resolved, that the County Auditor-Controller is hereby authorized and directed to make the budgetary adjustment shown on Attachment 1:

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

FY 2014-15 1st QUARTER CONSOLIDATED BUDGET ADJUSTMENTS

Attachment 4

Department/ Agency: Human Services Department

Narratives	Program Change Form # (if needed)	FTE Impacts (+/-)	Gross Expenditure	Revenue and Reimbursement	Net Cost	
Summary of Requested Adjustments for Board Consideration						
[DEPT. NAME] - COUNTY GENERAL FUND						
Detail Row 1	VLF funding increased by \$224,243 over FY 1314 Budget, the remaining \$23,117 is a general fund reimbursement request for a portion of one full time Veterans Service Worker added in the Special Revenue Funds,		-	247,360	224,243	
Detail Row 2						
Detail Row 3						
Summary Row	VLF funding increased by \$224,243 over FY 1314 Budget, the remaining \$23,117 is a general fund reimbursement request for a portion of one full time Veterans Service Worker added in the Special Revenue Funds,		-	247,360	224,243	23,117
[DEPT. NAME] - OTHER FUND						
Detail Row 1	The Unmet Needs proposal forwards a net increase of \$8.3 million in revenue. The major contributors are IHSS \$2.0 million, CalWORKs \$2.1 million, CalWORKs Housing Grant \$ 878,000, Cal Fresh \$982,000, Wrap \$1.3 million, and Title XX \$1.6 million, and Adoptions \$358,000. There were offsetting decreases in realignment and other funding sources.			8,369,157		
Detail Row 2	There are one time requests of \$5.4 million which include: Paulin Intake Reengineering \$ 2.3 million, Automated Time Study and Intra/Internet Platform \$840,000, Other Technology \$305,0000, Valley of the Moon upgrades software and facility \$190,000, Training cost for Child Welfare \$546,000, and \$1.2 million for facilities, desks and computers for additional staff.			5,449,450		
Detail Row 3	The remaining \$15.6 million gross expenditures represent \$5.3 million for partial year funding of salary and benefits for 85.5 FTE, Wrap Around \$1.3 million, CalWORKs Housing contracts for \$878,000, \$6.1 million of fund transfers (reimbursements), \$627,000 in ongoing rent and staff support expenses, \$555,000 for Health Staff for APS, \$548,000 for Child Welfare, \$200,000 for Employment and Training programming. Also included are adjustments for Title IVe Waiver funds.		85.5	15,553,614	6,983,999	
Detail Row 2						-
Detail Row 3						
Summary Row	<u>Summary:</u> HSD is recognizing \$8.6 million in new revenue and reimbursements of \$7 million. Expenditures for one time needs of \$5.4 million are; Paulin Intake Reengineering \$ 2.3 million, Automated Time Study and Intra/Internet Platform \$840,000, Other Technology \$305,0000, Valley of the Moon upgrades software and facility \$190,000, Training cost for Child Welfare \$546,000, and \$1.2 million for facilities, desks and computers for additional staff. The remaining \$15.6 million gross expenditures represent \$5.3 million for partial year funding of salary and benefits for 85.5 FTE, Wrap Around \$1.3 million, CalWORKs Housing contracts for \$878,000, \$6.1 million of fund transfers (reimbursements), \$627,000 in ongoing rent and staff support expenses, \$555,000 for Health Staff for APS, \$548,000 for Child Welfare, \$200,000 for Employment and Training programming. Also included are adjustments for Title IVe Waiver funds. HSD is requesting to draw \$5.6 million from HSD's fund balance of \$11.6 million.		85.5	21,003,064	15,353,156	5,649,908
Sub-Total Adjustments for Board Consideration			86	21,250,424	15,577,399	5,673,025

Narratives	Program Change Form # (If needed)	FTE Impacts (+/-)	Gross Expenditure	Revenue and Reimbursement	Net Cost
Total Requested Adjustments		86	21,250,424	15,577,399	5,673,025
<i>Subtotal of General Fund Changes</i>		0	247,360	224,243	23,117
<i>Subtotal of Other Fund Changes</i>		86	21,003,064	15,353,156	5,649,908
Total Budget Changes		86	21,250,424	15,577,399	5,673,025
Dept. Roll-up Total Changes			247,360	224,243	23,117



County of Sonoma

State of California

Date: October 21, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Amending The Human Services Departmental Position Allocation List, Adding 25.0 Total
Positions Effective November 1, 2014 and Adding 60.5 Total Positions Effective January 1,
2015.**

Whereas, the Human Services Department has unanticipated State and Federal allocations in the amount of \$8,593,400 for fiscal year 2014-2015; and

Whereas, the Human Services Department is requesting authorization to add 18.0 Social Service Worker IIIs, 1.0 Social Service Supervisor II, .5 Home Care Support Specialist, 1.0 Human Services Section Manager, .5 Program Planning and Evaluation Analyst, 1.0 Social Service Supervisor I to the Adult and Aging Division effective November 1, 2014; and

Whereas, the Human Services Department is requesting authorization to add 1.0 Veterans Claims Worker II, 10.0 Social Service Worker IVs, 1.0 Social Service Supervisor II to the Adult and Aging Division effective January 1, 2015; and

Whereas, the Human Services Department is requesting authorization to add 1.0 Program Development Manager, 3.0 Administrative Aides, 13.0 Eligibility Worker IIs, 2.0 Eligibility Worker IIIs, 2.0 Eligibility Supervisors to the Economic Assistance Division effective January 1, 2015; and

Whereas, the Human Services Department is requesting authorization to add 1.0 Program Planning and Evaluation Analyst to the Employment and Training Division effective November 1, 2014; and

Whereas, the Human Services Department is requesting authorization to add 1.0 Public Assistance Systems Specialist, 1.0 time limited thru December 31, 2017 Employment and Training Program Coordinator to the Employment and Training Division effective January 1, 2015; and

Whereas, the Human Services Department is requesting authorization to add 2.0

Resolution #

Date:

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Children's Residential Care Counselors, 1.0 Residential Service Worker, 7.0 Social Service Worker IVs, 1.0 Social Service Supervisor IIs, 1.0 Administrative Aide, 3.5 Senior Office Assistants to the Family, Youth and Children Division effective January 1, 2015; and

Whereas, the Human Services Department is requesting authorization to add 1.0 Department Analyst to the FiscOps Division effective November 1, 2014; and

Whereas, the Human Services Department is requesting Authorization to add 1.0 Program Planning and Evaluation Analyst to the Office of the Director effective November 1, 2014; and

Whereas, the Human Services Department is requesting Authorization to add 1.0 Eligibility Supervisor, 4.0 Eligibility Worker IIIs, 2.0 Micrographic Technicians, 1.0 Department Information Systems Manager, 1.0 Human Services Systems and Programming Analyst, 1.0 Office Support Supervisor to the Office of the Director effective January 1, 2015.

Now, Therefore, Be It Resolved by the Board of Supervisors of the County of Sonoma that the Human Services Department Position Allocations List be amended as follows:

Human Services Department

Dept Code	Job Class	Class Title	Existing Allocation for Job Class	Change in Position Allocation	New Allocation for Job Class	Duration or End Date	Salary Range
24030120	3084	Program Development Manager	0.0	1.0	1.0	On-Going	3705
24030120	0810	Administrative Aide	0.0	3.0	3.0	On-Going	2333
24030120	0472	Eligibility Worker I/II	145.5	13.0	158.5	On-Going	2083
24030120	0474	Eligibility Worker III	32.0	2.0	34.0	On-Going	2259
24030105	0474	Eligibility Worker III	6.0	4.0	10.0	On-Going	2259
24030120	0476	Eligibility Supervisor	22.0	2.0	24.0	On-Going	2552
24030105	0476	Eligibility Supervisor	1.0	1.0	2.0	On-Going	2552
24030130	0176	Public Assistance Systems Technician	0.0	1.0	1.0	On-Going	3225

Resolution #

Date:

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24030130	3038	Employment and Training Program Coordinator	9.0	1.0	10.0	12/31/17	2699
2030130	0880	Program Planning and Evaluation Analyst	7.0	1.0	8.0	On-Going	3059
24030155	0606	Veterans Claims Worker II	3.0	1.0	4.0	On-Going	2112
24030151	3003	Social Service Worker III	20.5	18.0	38.5	On-Going	2572
24030151	3011	Social Service Supervisor II	0.0	1.0	1.0	On-Going	3219
24030151	3350	Home Care Support Specialist	3.5	.5	4.0	On-Going	1861
24030151	3087	Human Services Section Manager	0.0	1.0	1.0	On-Going	4120
24030150	0880	Program Planning and Evaluation Analyst	1.5	.5	2.0	On-Going	3059
24030151	3010	Social Service Supervisor I	5.0	1.0	6.0	On-Going	3068
24030103	0205	Micrographic Technician II	1.0	2.0	3.0	On-Going	1826
24030142	3021	Children's Residential Care Counselor II	21.0	2.0	23.0	On-Going	2339
24030154	3004	Social Service Worker IV	5.5	1.0	6.5	On-Going	2879
24030142	5370	Residential Service Worker	2.0	1.0	3.0	On-Going	1550
24030152	3004	Social Service Worker IV	16.0	9.0	25.0	On-Going	2879
24030152	3011	Social Service Supervisor II	3.0	1.0	4.0	On-Going	3219
24030140	3004	Social Service Worker IV	85.25	7.0	92.25	On-Going	2879
24030140	3011	Social Service Supervisor II	13.0	1.0	14.0	On-Going	3219
24030140	0810	Administrative Aide	1.0	1.0	2.0	On-Going	2333
24030140	0003	Senior Office Assistant	21.5	3.5	25.0	On-Going	1826

Resolution #

Date:

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24030110	0826	Department Analyst	0.0	1.0	1.0	On-Going	2952
24030104	0880	Program Planning and Evaluation Analyst	6.0	1.0	7.0	On-Going	3059
24030103	0161	Department Information Systems Manager	2.0	1.0	3.0	On-Going	4210
24030103	0173	Human Services Systems and Programming Analyst	5.0	1.0	6.0	On-Going	3464
24030103	0007	Office Support Supervisor	1.0	1.0	2.0	On-Going	2163

Be It Further Resolved

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: 46
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks and Human Services

Staff Name and Phone Number:

Caryl Hart 565-3342 & Diane Kaljian 565-5932

Supervisorial District(s):

Title: Regional Parks Day Use Fee Waiver to Honor Veterans

Recommended Actions:

Adopt a Resolution waiving day use fees (\$7 per vehicle) for eligible military personnel and dependents for Veterans Day weekend, starting on Friday, November 7, 2014 through Monday, November 10, 2014.

Executive Summary:

Veterans Day was established in 1919 as Armistice Day to commemorate the signing of the peace agreement that ended World War I on the 11th hour of the 11th day of the 11th month of 1918. Veterans Day has been set aside as both a federal, state, and county holiday to honor our American patriots who answered the call of duty, preserving our freedoms, and often making the ultimate sacrifice

On Veterans Day weekend, starting on Friday, November 7, 2014 through Monday, November 10, 2014, it is recommended that Sonoma County recognize the sacrifice and contributions of those who currently serve and the over 33,000 residents who have served in the United States armed services and their families, by waiving their day use fees at all parks operated by Sonoma County. Through their military service, individual sacrifice and sacrifices in their family lives, these individuals have provided a valuable public benefit to the citizens of Sonoma County, and moreover the United States of America. Active Duty, veteran or retired military personnel and dependents would be eligible for a waiver of the day use fee (\$7 per vehicle). All other County Park fees (e.g. camping, picnic area rental, etc.) would still apply.

A Veterans Day Weekend Pass would be provided to all individuals (both in-County and out-of-County residents) who present their valid United States military identification card, honorable discharge record (DD-214 or World War II service record), Veterans Affairs identification card, or Veterans ID card issued by Sonoma County Veterans Service Office to a Park Ranger or fee station attendant at a park or available for pickup at the Regional Parks Main Office or Human Services Veterans Service Office.

Prior Board Actions:			
On November 5, 2013, the Board of Supervisors approved the request for waiving day use fees (\$7 per vehicle) for eligible military personnel and dependents for Veterans Day weekend.			
Strategic Plan Alignment Goal 4: Civic Services and Engagement			
To publically celebrate and honor veterans of the armed services for their patriotism, bravery, and loyal dedication to serving our country.			
Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (If Required):			
Sonoma County has approximately 33,000 veterans per Human Services, we have assumed that approximately 1% of veterans or qualified family member (approx. 330 visitors) will visit a park over the four days covered resulting in an estimated revenue impact of \$2,310. We will be tracking visitors that avail themselves of this program and submitting a fee waiver item for General Fund contingency use at mid-year, if necessary. In FY 13-14 we distributed 134 passes to veterans or qualified family members.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 47
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Supervisor Zane 565-2241

Supervisorial District(s):

Third

Title: Sponsorship of the Healthy Spirits – A celebration of Operation Access Medical Volunteers 2014 Event

Recommended Actions:

Approve a contribution, in the amount of \$2,500, to Operation Access Medical Volunteers Event

Executive Summary:

This item requests a sponsorship of \$2,500 for Operation Access Medical Volunteers Event, Healthy Spirits – A Celebration of Operation Access Medical Volunteers.

Operation Access enables Bay Area health care providers to donate vital surgical and specialty care to people in need. Since 2001, Operation Access has enabled medical professionals and their affiliated institutions to donate over 1800 surgical and specialty procedures to low-income, uninsured Sonoma County residents. There is a strong continued need for services among those still uninsured despite the Affordable Care Act, including undocumented and recent immigrant populations.

Participating Hospitals and Ambulatory Care Centers (8)

- Endoscopy Center of Santa Rosa
- Fourth Street Laser & Surgery Center
- Kaiser Permanente San Rafael Medical Center- Petaluma
- Kaiser Permanente Santa Rosa Medical Center
- Petaluma Valley Hospital
- Santa Rosa Memorial Hospital
- Sutter Medical Center of Santa Rosa

Services are provided by physicians, nurses and technical support staff who generously donate their time and skills to serve members of their community in conjunction with these hospitals and ambulatory care centers.

Operation Access is hosting an event at Lagunitas Brewery in Petaluma on Tuesday, December 9, 2014,

5:30 pm—8:30 pm, to celebrate the contributions of their outstanding medical volunteers, promote awareness of their programs in the community and raise funds to support their North Bay program. They invite current, past, and prospective volunteers, as well as members of the medical community and the general public. The event is publicized on their website, Facebook, Twitter and throughout their bay area wide healthcare provider network of volunteers. Additionally, they distribute flyers to volunteers and supporters and encourage them to invite friends and family to attend, so they can learn more about Operation Access.

Prior Board Actions:

None

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

The County’s contribution to the Healthy Spirits – A celebration of Operation Access Medical Volunteers helps Operation Access thank current volunteers and recruit the needed volunteers to continue to build this much needed community program.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 2,500		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$ 2,500
	\$		\$
Total Expenditure	\$	Total Sources	\$

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):
None.
Attachments:
Operation Access Letter to the Board and Sponsorship Description
Related Items "On File" with the Clerk of the Board:
None.

October 10, 2014

Board of Supervisors
County of Sonoma
575 Administration Drive
Room 100 A
Santa Rosa, CA 95403

BOARD OF DIRECTORS

Paul Hofmann, DrPH
Board Chair
President
Hofmann Healthcare Group

Steven Webster, MD, FACS
Board Vice Chair
General Surgeon, Retired
The Permanente Medical Group

Gregg Sass
Board Treasurer
Health Care Finance Executive, Retired

Walter Kopp
Board Secretary
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Medical Management Services

Angela Chang, JD
Former Enforcement Attorney
U.S. Securities & Exchange Commission

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Alameda Health System

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President
Alliance for Healthcare Consulting

Lorne Rosenfield, MD FACS
Surgeon, Director
Peninsula Plastic Surgery Center

Jason Beers
President & CEO
Operation Access

1119 Market Street, Suite 400
San Francisco, CA 94103
T: 415.733.0052
F: 415.733.0019
www.operationaccess.org

Dear Board of Supervisors,

Operation Access (OA) works to provide low income uninsured residents of Sonoma County at no cost to them, access to surgical, specialty and diagnostic care. This care often makes a profound difference in the lives of these individuals - enabling them to work and care for their families free of pain and worry.

OA is hosting an event at Lagunitas Brewery in Petaluma on Tuesday, December 9, 2014, 5:30 pm—8:30 pm, to celebrate the contributions of our outstanding medical volunteers, promote awareness of our programs in the community and raise funds to support our North Bay program. We are inviting current, past, and prospective volunteers, as well as members of the medical community and the general public. The event is publicized on our website, Facebook, Twitter and throughout our bay area wide healthcare provider network of volunteers. Additionally, we are distributing flyers to volunteers and supporters and encouraging them to invite friends and family to attend, so they can learn more about Operation Access.

Last year, Operation Access's Sonoma County Program was the winner of the Make a Difference Day Award, for our eye surgery project at the 4th Street Laser & Surgery Center of Santa Rosa. We were honored to have Supervisor Zane attend this event last year. **We invite the entire board of supervisors to attend our November 1, 2014 9-2pm surgery session at the 4th Street Laser & Surgery Center of Santa Rosa.** It's a great way to see firsthand the care we provide those in need within your community.

We would like you to consider being a sponsor of our event. As a donor, the Sonoma County Board of Supervisors will be featured in several marketing materials, including our newsletter and Annual Report (each with a circulation of over 4,000 bay area wide), as well as the event program. This is an opportunity to support an organization that improves the health of people who live and work in Sonoma County.

Please visit our website at www.operationaccess.org for more information or contact Shiloh Kaho, Director of Development at (415) 733-0059/shiloh@operationaccess.org.

We appreciate your support and consideration.

Sincerely,



Jason Beers
President & CEO

Operation Access

“Healthy Spirits” A Celebration of Medical volunteers Sponsorship Opportunity

Location: Lagunitas Brewery-1280 N. McDowell Blvd. Petaluma, CA 94954

Date & Time: Tuesday, December 9, 2014, 5:30 pm—8:30 pm *(food, and drinks & presentation of awards to volunteers)*

Attendance: 200-250 volunteer medical professionals, OA Board members; supporters and general public.

Event purpose: Honor the outstanding contributions of area medical professionals whose commitment to the community has made it possible for OA to provide vital surgical and specialty procedures for low-income, uninsured North Bay patients in 2013-2014.

Sponsorship: Demonstrates your organization’s commitment to improving the health of our community.

Sponsorship levels:

\$5,000 Principal Sponsor

- Sponsor’s logo included in all social media publicity every event communication, prior to event.
- Sponsor recognized in full page ad in printed event program utilizing company logo
- Sponsor invited to speak at the event and publicize its sponsorship
- Sponsor listed on Operation Access website and in 2014 annual report, distributed to over 4000 constituents
- 10 tickets *(each ticket includes entry into raffle, fresh Hog Island Oysters and wood fired pizza, gourmet salads, reserved seating, live music)*

\$2,500 Major Sponsor

- Sponsor’s logo included in all social media publicity every event communication, prior to event.
- Sponsor recognized in half page ad in printed event program utilizing company logo
- Sponsor listed on Operation Access website and in 2014 annual report, distributed to over 4000 constituents
- 8 tickets *(each ticket includes entry into raffle, fresh Hog Island Oysters and wood fired pizza, gourmet salads, reserved seating, live music)*

\$1,000 Key Sponsor

- Sponsor’s logo included in all social media publicity every event communication, prior to event.
- Sponsor recognized in half page ad in printed event program utilizing company logo
- Sponsor listed on Operation Access website and in 2014 annual report, distributed to over 4000 constituents
- 6 tickets *(each ticket includes entry into raffle, fresh Hog Island Oysters and wood fired pizza, gourmet salads, reserved seating, live music)*

\$500 Event Supporter

- Sponsor’s logo included in all social media publicity every event communication, prior to event.
- Sponsor recognized in quarter page ad in printed event program utilizing company logo
- Sponsor listed on Operation Access website and in 2014 annual report, distributed to over 4000 constituents
- 4 tickets *(each ticket includes entry into raffle, fresh Hog Island Oysters and wood fired pizza, gourmet salads, reserved seating, live music)*

\$250 Event Contributor

- Sponsor’s logo included in all social media publicity every event communication, prior to event.
- Sponsor recognized in business card size ad in printed event program utilizing company logo
- Sponsor listed on Operation Access website and in 2014 annual report, distributed to over 4000 constituents
- 2 tickets *(each ticket includes entry into raffle, fresh Hog Island Oysters and wood fired pizza, gourmet salads, reserved seating, live music)*

Shiloh Kaho, Director of Development, T: 415.733.0059/ shiloh@operationaccess.org
Operation Access 1119 Market Street, Suite 400, San Francisco, CA 94103 /
T: 415.733.0052 /F:415.733.0019
www.operationaccess.org

Your contribution to Operation Access (EIN 94-3180356) is tax deductible to the full extent of the law.

Operation Access

“Healthy Spirits” A Celebration of Medical volunteers Sponsorship Opportunity Please keep this document for your records

 **IRS** Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248562351
May 12, 2008 LTR 4168C E0
94-3180356 000000 00 000
00016205
BODC: TE

 020393
AMBULATORY SURGERY ACCESS COALITION
OPERATION ACCESS
115 SANSOME ST STE 1205 -
SAN FRANCISCO CA 94104-3630055

NOW AT: 1119 Market St Ste 400, San Francisco, CA 94103-1553
as of March 1, 2014

Employer Identification Number: 94-3180356
Person to Contact: Mrs. Glisson
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of May 01, 2008, regarding your tax-exempt status.

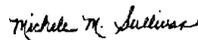
Our records indicate that a determination letter was issued in June 1993, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(03) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

Shiloh Kaho, Director of Development, T: 415.733.0059/ shiloh@operationaccess.org
Operation Access 1119 Market Street, Suite 400, San Francisco, CA 94103 /
T: 415.733.0052 /F:415.733.0019
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Your contribution to Operation Access (EIN 94-3180356) is tax deductible to the full extent of the law.

Operation Access

“Healthy Spirits” *A Celebration of Medical volunteers*

Sponsorship Opportunity

We will recognize your support in event materials

Please fill out your information to reflect how you would like to be listed/recognized.

Contact Name: _____ Job Title: _____

Contact Phone: _____ Contact Email: _____

Business Name: _____

Business Address: _____

Select One:

- Individual Sponsor
- Organization/Corporation

Please select your sponsorship tier preference

Sponsorship levels:

- \$5,000 Principal Sponsor
- \$2,500 Major Sponsor
- \$1,000 Key Sponsor
- \$500 Event Supporter
- \$250 Event Contributor
- \$_____ Donation

Please mail this form and check made out **Operation Access** to:

Shiloh Kaho, Director of Development
Operation Access
1119 Market Street, Suite 400
San Francisco, CA 94013

Once the check is received we will mail you an acknowledgement with our Tax Identification information.

Thank you for participating in our Healthy Spirits Event.

Shiloh Kaho, Director of Development, T: 415.733.0059/ shiloh@operationaccess.org
Operation Access 1119 Market Street, Suite 400, San Francisco, CA 94103 /
T: 415.733.0052 /F:415.733.0019
www.operationaccess.org

Your contribution to Operation Access (EIN 94-3180356) is tax deductible to the full extent of the law.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 55
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 21, 2014

Vote Requirement: Majority

Department or Agency Name(s): County Administrator's Office

Staff Name and Phone Number:

Veronica Ferguson, (707) 565-2431,
Caluha Barnes (707) 565-3085

Supervisorial District(s):

All

Title: Status Report from the Community and Local Law Enforcement Task Force

Recommended Actions:

Receive a status report from the Community and Local Law Enforcement Task Force, and Board directed staff initiatives.

Executive Summary:

On December 3, 2013 the Board of Supervisors approved a number of actions as part of an effort to begin community healing after the death of Andy Lopez on October 22, 2013, and directed staff to provide updates on the progress of those actions. In total, the Board directed staff to undertake 11 distinct initiatives along with several policy areas in which the Board took immediate action. In addition, the Board established the Community and Local Law Enforcement Task Force with four charges:

- a. Review options for and ultimately recommend a model for an independent citizen review body;
- b. Review and recommend options for community policing to be considered with the FY 14/15 Budget process;
- c. Review and recommend whether the Office of Coroner should be separately elected from the Office of Sheriff;
- d. Bring to the Board of Supervisors any additional feedback from the community on these issues that merit County attention and discuss staff generated efforts on these issues.

On May 13, 2014, the Board received a comprehensive update on the progress of the Task Force, as well as, on several Board and Staff initiatives. This second report provides updated information about the current activities of the Task Force, including progress on the development of its recommendations and timeline, and a status update on the various Board policy initiatives and staff directives.

Community and Local Law Enforcement Task Force

The Task Force has received a host of presentations and information regarding current law enforcement

policies, procedures and activities. Since the May 13, 2014 update, topics have included:

- Unconscious Bias
- The role and experiences of local Community Resource Officers
- Workforce Diversity in Sonoma County
- Discussions with Police Chiefs across the County and Region regarding agency policies and philosophies
- Perspectives on Coroner models; and
- The Independent Oversight framework of BART

Based on the current timeline, staff is working with the three Subcommittees, each with their separate charges, toward the goal of presenting the final set of Task Force recommendations to the Board by April 2015.

The Law Enforcement Accountability Subcommittee was formed to review and recommend options for a law enforcement accountability model. In addition, the Subcommittee was tasked with reviewing whether the Office of Coroner should be separate from the Office of Sheriff. Understanding of accountability models has been supported by assistance from the National Association for Civilian Oversight of Law Enforcement (NACOLE), a non-profit organization of law enforcement oversight agencies and practitioners that works to establish or improve oversight of law enforcement officers and agencies in the United States and internationally.

The Community Policing Subcommittee was formed review models of community policing to be recommended to the County, including a recommendation on costs for budgeting purposes. The Subcommittee is developing its preliminary recommendations, which fall under four broad categories: (1) recommendations for response to critical incidences; (2) recommendations for enhanced community outreach and engagement by local law enforcement agencies; (3) recommendations regarding training and hiring practices; and (4) recommendations for agency strategic and implementation planning.

The Community Engagement and Healing Subcommittee was formed to work with the broader community to develop strategies and activities to foster a greater level of meaningful community engagement and healing, and to prepare a report for the Board summarizing feedback from the community. To this end, to date, the Subcommittee has coordinated five community dialogue forums to foster communication between law enforcement agencies and the communities they serve, and solicited potential recommendations from community members regarding the work of the Task Force and their charges. No additional forums are scheduled at this time. The Community Engagement and Healing Subcommittee maintains the Task Force's Facebook page, engaging social media as an additional tool to disseminate information about the Task Force and solicit input from the community.

Actions taken by the Board of Supervisors and County staff

The Board of Supervisors has supported several State and Federal legislative efforts since December. The County's legislative platform now includes a specific policy issue related to preventing gun and community violence. Through the platform, the County supported legislation, SB 199 (De Leon) to ensure that toy guns are clearly identified as such, and advocated for federal funding to enhance community safety programs, including the COPS grant program. SB 199 was passed by the state

legislature and signed into law by Governor Brown on September 30, 2014. In addition, the Board has advocated for and received funding for mental health support within schools and law enforcement programs. Community dialogue sessions have also occurred with Supervisors regarding the incident and subsequent decision by the District Attorney.

Staff have continued to advance the 11 initiatives, supported by various County Departments and coordinated through the County Administrator's Office. Each of these initiatives has been evaluated and completed, or is currently in the process of being implemented. A brief summary is included below, with greater detail attached.

- 1. Moorland Community Park.** This initiative is being implemented. Regional Parks has taken the leading role in planning for and coordinating financial support for the development of a Park at the vacant lot located at Moorland and West Robles Avenues. Based on actions taken by your Board today (Agenda item 14), the County will move forward with efforts to purchase the site. A community planning process will begin in the near future to establish the design and timeline for park construction.
- 2. Weapons Buy-Back Program.** This initiative is complete. Staff from Health Services and the Sheriff's office developed a report and presented it to the Community and Local Law Enforcement Task Force on February 24, 2014, which concluded that there is no evidence to support the effectiveness of gun buyback programs in reducing and preventing gun violence. Research suggests that a broader, place-based approach that engages the community and encompasses both education and the built environment would have a larger and more meaningful effect in promoting safe play and preventing violence.
- 3. Cultural Diversity Recruitment and Training Programs.** This initiative is being implemented. Human Resources staff presented data regarding diversity and training to the Task Force on June 9, 2014, which the Task Force will use to inform the development of several potential recommendations, particularly regarding community policing recommendations. In addition, the County has developed a new training and competency model through Human Resources (HR) that prioritizes diversity and interpersonal relations. The Sheriff's hiring trends in recent years shows Improvements in hiring Latino Deputies, and HR further recommends that both the Sheriff's and District Attorney's Offices work with HR to develop a plan for increasing the diversity and utilization of Latinos, any other underutilized ethnic/gender category as identified in the EEO plan or in demographic reports more broadly in their organizations.
- 4. Lethal Force and Alternatives Training.** This initiative is being implemented. Sheriff's Office staffs are investigating the purchase of a training simulator and moving forward with the use of riot guns/less lethal launcher – used to fire non-lethal ammunitions for crowd control as a less forceful protocol.
- 5. Officer Lapel Cameras.** This initiative is being implemented. The Board of Supervisors approved funding for the purchase of body worn camera, and the Sheriff's Office completed a pilot program to assess the best model for use. The Sheriff's Office presented their pilot project results and equipment decision to the Law Enforcement Accountability Subcommittee on September 29th, along with draft policies for their use. The purchase of the body worn camera is in process; the Sheriff's

Office, along with County Counsel, are negotiating the service agreement and expect the item to come to the Board for approval in November.

- 6. Rapid Response Team for Youth Involved Events.** This initiative is in development. The Community Policing Subcommittee is currently evaluating models that are responsive to this Board direction. Staff from Health Services is working closely with the Subcommittee to avoid duplication of work, and will finalize recommendations collaboratively.
- 7. County Annual Report.** This initiative is complete. The County Administrator's Office included information on accomplishments and challenges related to community building activities, key initiatives, and policy issues of community interest for Sheriff's Office and all involved departments in the County's 2013 Annual Report, and will continue this practice in future years.
- 8. Bilingual Small Business Development Assistance.** This initiative is complete. The Economic Development Board has added a bilingual small business development assistance program targeted to underserved communities, and has begun to expand Small Business Development Assistance targeted to the Hispanic Community.
- 9. Infrastructure and Services Investment Planning.** This initiative is complete. Building from the Portrait of Sonoma, staff from Regional Parks and the Department of Health Services, in partnership with Community Action partnership and the residents of the Moorland neighborhood, established the Moorland Healthy Neighborhood Planning Initiative. The planning process involved a small planning group, a Neighborhood Advisory Team consisting of 15 residents, and three community meetings to gather larger resident input, and will serve as a community plan for consideration of investments under this staff direction. This model of community planning can be used throughout the County.
- 10. Community Engagement Plan.** This initiative is being implemented. The County Administrator's Office presented an outline of the Community Engagement Plan to the Board of Supervisors in February, and presented the Plan to the Community Engagement and Healing Subcommittee this summer. Input received from the Subcommittee is being incorporated into the Plan, which will be presented to the Board of Supervisors by early 2015.
- 11. Community Healing and Resiliency Funding.** This initiative is being implemented. The County Administrator's Office is evaluating existing and new financing mechanism for supporting the Task Force recommendations and staff initiatives. Matching grant and foundation funding was identified for the Moorland Park project, for example, and Reinvestment and Revitalization funding may be used in some cases. The County Administrator's Office is also evaluating new sources of revenue in future years that could fund "neighborhood resilience" projects.

Prior Board Actions:

May 13, 2014 – Update report on Task Force and Staff activities

Strategic Plan Alignment		Goal 1: Safe, Healthy, and Caring Community	
Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$
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):			
None.			
Attachments:			
Related Items "On File" with the Clerk of the Board:			