

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

TUESDAY

APRIL 25, 2017

8:30 A.M.

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

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

This is a simultaneous meeting of the Board of Supervisors of Sonoma County, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, the 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 or bos@sonoma-county.org as soon as possible to ensure arrangements for accommodation.

Public Transit Access to the County Administration Center:

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

APPROVAL OF THE CONSENT CALENDAR

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

PUBLIC COMMENT

Any member of the public 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 time 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.

8:30 A.M. CALL TO ORDER

PLEDGE OF ALLEGIANCE

I. APPROVAL OF THE AGENDA

(Items may be added or withdrawn from the agenda consistent with State law)

II. CONSENT CALENDAR

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

1. Audit Services – Maze & Associates FY2017-2021.
Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute a professional services agreement with Maze & Associates Accounting Corporation for \$165,595 to provide annual audit services of the District's financial statements through December 31, 2021, with annual costs beginning at \$31,190 and increasing by 3 percent per year.

COMMUNITY DEVELOPMENT COMMISSION

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

2. Revisions to Flood Elevation Mitigation Program Design.
Approve revisions to the Flood Elevation Grant Program Design to require homeowners to fund all project costs above the grant amount, to establish escrow accounts to cover up-front soft costs for 100% projects, and to allow the Commission to provide loans for income-qualified homeowners to fund 100% project escrow accounts.
3. First Amended Agreement with Harris & Lee Environmental Sciences, LLC for Environmental Services at the Roseland Village.
Authorize the Executive Director of the Sonoma County Community Development Commission to execute the First Amended Agreement for Professional Services with Harris & Lee Environmental Sciences, LLC, to extend the term to December 31, 2019 and increase by \$48,071 the total contract cost amount not to exceed \$209,085. (Fifth District)

SONOMA COUNTY WATER AGENCY

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

4. Easement Agreement with City of Santa Rosa – Spring Creek.
Adopt a resolution:
 - (A) Determining that the granting of an easement to the City of Santa Rosa for the construction, operation, and maintenance of a force main along Spring Creek in Santa Rosa, California is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the Sonoma County Water Agency's (Water Agency) flood control operations and maintenance activities on the property. The force main will allow for routine flushing of wells that are part of Santa Rosa's water supply.
 - (B) Authorizing the General Manager of the Water Agency to file a Notice of Exemption in accordance with the California Environmental Quality Act.
 - (C) Authorizing the Chair to execute the Easement Agreement. (Third District)

5. Consent Agreement with City of Santa Rosa
Adopt a resolution:
 - (A) Authorizing the Chair to execute a Consent Agreement allowing the City of Santa Rosa to operate and maintain a turnout valve that provides potable water to Santa Rosa on a portion of Sonoma County Water Agency's Santa Rosa Aqueduct easement.
 - (B) Authorizing the Water Agency's General Manager to file a Notice of Exemption in accordance with the California Environmental Quality Act.
 - (C) Authorizing the Chair to execute the Consent Agreement. (Fourth District)

6. Easement Agreement with City of Santa Rosa – Santa Rosa Reservoir Spillway.
Adopt a resolution:
 - (A) Determining that the grant of easement to the City of Santa Rosa for the construction, operation and maintenance of the Spring Lake Lift Station Improvements Project along the Santa Rosa Reservoir Spillway in Santa Rosa, California is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the Sonoma County Water Agency's (Water Agency) flood control operations and maintenance activities on the property. The improvements will provide better emergency access to the lift station and replace aging wastewater infrastructure.
 - (B) Authorizing the General Manager of the Water Agency to file a Notice of Exemption in accordance with the California Environmental Quality Act.
 - (C) Authorizing the Chair to execute the Easement Agreement. (Third District)

7. Petaluma River Flood Control
Authorize Chair to execute the First Amended Agreement for Upper Petaluma River Flood Control Project Feasibility Study, Modeling, and Screening with Woodard & Curran, Inc. (formerly RMC Water and Environment) to provide watershed hydrologic and hydraulic modeling and engineering feasibility study services, increasing the amount by \$101,915, expanding the scope of work to include completion of the survey work, and extending the agreement term by one year for a new not-to-exceed agreement total of \$395,915 and end date of December 31, 2018. (Second District)

8. Funding of Design for Copeland Creek.
Authorize Water Agency's General Manager to execute an agreement with the City of Rohnert Park for partial funding of the Copeland Creek Storm Water Detention Basin Project (Project) in the amount of \$250,000. The Water Agency is administering a Proposition 84 grant from the California Department of Water Resources (State); the Project is one of several funded by the State grant. (Third District)

9. Maintenance of 12kV Electrical Lines.
Authorize the Sonoma County Water Agency's General Manager to execute the As-Needed Agreement for Inspection, Maintenance, and Emergency Services for the 12kV Electrical Distribution Lines with Cal Electro, Inc. to provide service for 12kV electrical lines that deliver power needed for water production, increasing the amount by \$200,000, and extending the agreement term by three years for a new not-to-exceed agreement total of \$250,000 and end date of June 30, 2020. (Fourth & Fifth District)

10. Petaluma Watershed Trash Cleanup.
Authorize the Water Agency's General Manager to execute an agreement with Friends of the Petaluma River for watershed trash cleanup events through March 31, 2019, in the amount of \$42,400. (Second District)

AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

11. ACTTC Mandated Audit: Probation Department Juvenile Records and Accounts.
Review and accept the Mandated Audit: Probation Department Juvenile Records and Accounts for the fiscal year ended June 30, 2016.

COUNTY ADMINISTRATOR/ BOARD OF SUPERVISORS

12. Board of Supervisors Rules of Procedure
Adopt the updated Rules of Procedure for the Board of Supervisors meetings, and the new Governance Appendix documenting the Board's values and roles for leading the County organization.
13. First Amendment to Agreement between Northern Sonoma County Air Pollution Control District and County of Sonoma.
Authorize the Chair to execute the First Amended Agreement between the Northern Sonoma County Air Pollution Control District and the County of Sonoma for the County to provide administrative support services, adding a provision that requires the Air Pollution Control Officer to comply with County rules, policies, regulations and procedures related to supervision employees of the District.

FIRE AND EMERGENCY SERVICES

14. SoCoAlert Memorandums of Understanding with City of Cloverdale; City of Cotati; City of Santa Rosa; City of Sebastopol; and City of Rohnert Park
Authorize the Director of Fire and Emergency Services to execute the Memorandums of Understanding between the County of Sonoma and: the City of Cloverdale; City of Cotati; City of Santa Rosa; City of Sebastopol; and City of Rohnert Park, to allow the cities to use the SoCoAlert system for emergency notification purposes.

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT
FIRE AND EMERGENCY SERVICES

15. 2016 Sonoma County Hazard Mitigation Plan Update.
(A) Adopt a resolution to adopt the 2016 update of the Sonoma County Hazard Mitigation Plan.
(B) Direct staff to initiate the process of incorporating the Plan into the General Plan Public Safety Element and Implement the Plan.

SHERIFF'S OFFICE

16. Second Amendment to Inmate Medical Services Agreement.
Authorize the Chair to execute the Second Amendment to the Agreement for the Provision of Inmate Healthcare Services with California Forensic Medical Group, Inc., to incorporate service provisions necessary to allow for the County to participate in the State Department of Healthcare Services Medi-Cal County Inmate Program, benefitting the community by potentially offsetting inmate inpatient costs with newly available Federal funds.

TRANSPORTATION AND PUBLIC WORKS

17. AB 939 Local Task Force Bylaws Revision and Membership Update.
Adopt a resolution confirming revised Sonoma County Local Task Force on Integrated Waste Management (AB 939 Local Task Force) Bylaws, confirming membership, and affirming new members for a term beginning April 25, 2017 and ending April 25, 2020.
18. HDR Engineers First Amendment to King Ridge Road Bridge Project Engineering Design Services Contract.
Approve and authorize the Chair to execute the First Amendment to the agreement with HDR Engineers for engineering design services for the King Ridge Road Bridge Project over Austin Creek, extending the term of agreement to December 31, 2023 with no change in not-to-exceed amount of \$409,443. (Fifth district)
19. Establish No Parking Restrictions on Agua Caliente Road (#6601).
Adopt an Ordinance amending Ordinance No. 2300 by establishing no parking restrictions on the south side of Agua Caliente Road (#6601) from Postmile 10.590 (Lake Street) to Postmile 10.614. (Second Reading – Ready for Adoption) (First District)
20. Phase III Accessibility Project for Graton and Occidental - Engineering Services Second Contract Amendment.
Approve and authorize the Chair to execute the Second Amendment to the agreement with Brejje & Race Consulting Civil Engineers to add design and construction management services for Phase 3 of the Graton and Occidental Accessibility Improvements, increasing the contract amount by \$375,600, resulting in a total amount for the agreement not to exceed of \$899,300 with a term ending June 30, 2018. (Fifth District)
21. FY 2016-17 Low Carbon Transit Operations Program.
 - (A) Approve resolution authorizing the execution of the FY 2016-17 Low-Carbon Transit Operations Program project for \$135,730 to support the purchase of one 30-ft electric bus.
 - (B) Approve resolution agreeing to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for Low-Carbon Transit Operations funded transit projects.
 - (C) Authorize the Director of Transportation and Public Works to execute all required documents of the Low-Carbon Transit Operations program and any amendments thereto with the California Department of Transportation.
 - (D) Authorize the Chair to execute the Authorized Agent Form required under the Low Carbon Transit Operations program.

BOARD OF SUPERVISORS

22. Disbursement of FY 16/17 Third District Advertising Funds.
Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 16/17: 6th Street Playhouse for the Spring Season Productions, \$500; Incarnation Homeless Services for Incarnation 100 bike ride, \$500; Catholic Charities of the Diocese of Santa Rosa for Code Blue Bicycle Ride and Festival, \$1,000; SoCo Dance Theater for multiple performances, \$500; Buckelew Programs for Out of the Shadows, \$2,000. (Third District)

APPOINTMENTS/ REAPPOINTMENTS

23. Appoint Michael Murphy to the Sonoma County Regional Parks Foundation Board of Directors for a two year term beginning April 25, 2017 and ending April 24, 2019. (Fifth District)
24. Appointment and Reappointments to the Sonoma County Workforce Investment Board (WIB)
 - (A) Approve the appointment of Katrina Thurman to the Sonoma County Workforce Investment Board for a one-year term beginning April 25, 2017 and ending April 25, 2018.
 - (B) Approve the re-appointment of Keith Dias, Paul Duranczyk, Christopher Fernandez, Chris Knerr, Albert Lerma, Jerald Miller, Tim Reese, Chris Snyder, and Carol Waxman to the Sonoma County Workforce Investment Board for a two-year term beginning April 25, 2017 and ending April 25, 2019.
25. Approve the Appointment of Lea Black to the Advisory Council to Area Agency on Aging for a two-year term beginning on April 25, 2017 and ending on April 25, 2019. (Fourth District)
26. Fire Services Advisory Council Appointments.
 - (A) Reappoint Dan George, Scott Foster, and Chris Thomas as full members of the Fire Services Advisory Council and reappoint Bill Newman, Chris Aitchison and Eric Hoffmann as alternate members.
 - (B) Appoint Ray Mulas as a full member of the Fire Services Advisory Council and Steve Akre as an alternate member.

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

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

27. Adopt a Gold Resolution proclaiming the fourth Friday in April as Children's Memorial Flag Day throughout Sonoma County in memory of children who have died by violence. (Third District)

PRESENTATION ON A DIFFERENT DATE

28. Adopt a Gold resolution recognizing the County's 4th annual Take Your Child to Work Day. (Human Resources)

III. REGULAR CALENDAR

TRANSPORTATION AND PUBLIC WORKS

29. Airport Note – Real Estate Acquisition for Approach Protection.
Approve a resolution authorizing the issuance and sale of a County Note to support Sonoma County Airport acquisition of property for runway approach protection in the amount of \$1,000,000 with a term ending April 25, 2018. (4/5ths vote required)

HUMAN SERVICES

30. Receive the Sonoma County Child Abuse Prevention Annual Report and Adopt a Gold Resolution to acknowledge April as Child Abuse Prevention Month.
(A) Accept the Sonoma County Annual Report on Child Abuse Prevention.
(B) Adopt a resolution designating the month of April 2017 as Child Abuse Prevention Month in Sonoma County. (Human Services)

COMMUNITY DEVELOPMENT COMMISSION

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

31. **9:30 A.M.** - Reinvestment and Revitalization Budget Policy.
(A) Receive an informational report on the status of the Reinvestment and Revitalization Fund.
(B) Accept the recommended revised policy for use of the Fund in FY 2017-18.
(C) Provide guidance regarding potential future years' policy priorities.

BOARD OF SUPERVISORS

AND

SONOMA COUNTY WATER AGENCY

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

32. Formation of Groundwater Sustainability Agencies.
(A) Authorize the Chair of the Board of Supervisors and the Chair of the Board of Directors of the Sonoma County Water Agency to sign a Joint Powers Agreement creating the Petaluma Valley Groundwater Sustainability Agency.
(B) Authorize the Chair of the Board of Supervisors and the Chair of the Board of Directors of the Sonoma County Water Agency to sign a Joint Powers Agreement creating the Santa Rosa Plain Groundwater Sustainability Agency.
(C) Authorize the Chair of the Board of Supervisors and the Chair of the Board of Directors of the Sonoma County Water Agency to sign a Joint Powers Agreement creating the Sonoma Valley Groundwater Sustainability Agency.
(D) Direct staff to create a process for accepting applications to serve as the County and Sonoma County Water Agency Board-appointed representatives on the Advisory Committees of the three Groundwater Sustainability Agencies.
(E) Authorize the General Manager of the Sonoma County Water Agency to enter into agreements with each Groundwater Sustainability Agency to provide technical, outreach, and grant-writing services.

BOARD OF SUPERVISORS

33. Sponsorship of the 2017 Roseland Cinco de Mayo Festival.
Approve a contribution in the amount of \$5,000 to the Roseland Cinco de Mayo Festival. (Fifth District)

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

IV. CLOSED SESSION CALENDAR

35. The Board of Directors, Sonoma County Community Development Commission: Conference with Real Property Negotiator. Property: 17880 Sonoma Highway, Sonoma, CA. APN 056-303-028 Negotiators: For Community Development Commission: Margaret Van Vliet, Executive Director Sonoma County Community Development Commission; For Potential Sellers: Joseph Bellan on behalf of the Joseph C. and Verna J. Bellan Trust. Under Negotiation: Terms and conditions of the proposed purchase. (Govt. Code §54956.8)

V. REGULAR AFTERNOON CALENDAR

36. **RECONVENE FROM CLOSED SESSION**

37. **REPORT ON CLOSED SESSION**

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

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

38. **2:00 P.M. - PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS**

(Comments are restricted to matters within the Board's jurisdiction. The Board will hear public comments at this time for up to twenty minutes. Each person is usually granted time at the discretion of the Chair. Any additional public comments will be heard at the conclusion of the meeting. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda.)

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

39. **2:20 P.M.**- Vacation of public right-of-way on portion of Oak Drive, Healdsburg, SUR15-0057.. Conduct public hearing. After close of public hearing, adopt a resolution finding that the project is exempt from CEQA and ordering vacation of a portion of Oak Drive as shown on the map titled "Del Rio Woods Subdivision Number 2" filed in Book 47 of Maps, Pages 7-10, of Sonoma County Records. (Fourth District)

COUNTY ADMINISTRATOR

40. **2:40 P.M.**- Charters for Pension Ad Hoc and Independent Citizen's Pension Committee.
(A) Approve the charter for the Board's 2016-17 Pension Ad Hoc Committee.
(B) Adopt a Resolution to establish an ongoing Independent Citizen's Pension Committee and approve its charter.
(C) Direct the Pension Ad Hoc co-chairs to initiate an open application process to identify potential appointees to the Independent Citizen's Pension Committee. The co-chairs' recommended appointees will be presented to the full Board for approval as a consent item at a future meeting.

41. Permit and Resource Management Department: Review and possible action on the following:
Acts and Determinations of Planning Commission/Board of Zoning Adjustments
Acts and Determinations of Project Review and Advisory Committee
Acts and Determinations of Design Review Committee
Acts and Determinations of Landmarks Commission
Administrative Determinations of the Director of Permit and Resource Management

(All materials related to these actions and determinations can be reviewed at:

<http://www.sonoma-county.org/prmd/b-c/index.htm>)

42. **ADJOURNMENT**

NOTE: The next Board Meeting will be a Regular Meeting held on May 2, 2017 at 8:30 a.m.

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

May 9, 2017 – Public Hearing – Fee Schedule Adjustment- County Administrator’s Office.

May 16, 2017 – Public Hearing – Sewer Rates and Written Report of Changes- Sonoma County Water Agency.

May 16, 2017 – Public Hearing – Sonoma County Tourism Business Improvement Area Assessment- Economic Development Board.



County of Sonoma Agenda Item Summary Report

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

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

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

Board Agenda Date: April 25, 2017

Vote Requirement: All

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

Staff Name and Phone Number:

Mary Dodge, Administrative and Fiscal Services
Manager 565-7349

Supervisorial District(s):

Title: Audit Services – Maze & Associates FY2017-2021

Recommended Actions:

Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute a professional services agreement with Maze & Associates Accounting Corporation for \$165,595 to provide annual audit services of the District's financial statements through December 31, 2021, with annual costs beginning at \$31,190 and increasing by 3 percent per year.

Executive Summary:

The Sonoma County Agricultural Preservation and Open Space District (District) is required to have an annual independent audit to ensure the public that funds are spent appropriately and in accordance with Measure F and all applicable laws and regulations. The District conducted a competitive procurement process, and selected Maze & Associates Accounting Corporation (Maze & Associates) to perform these services for the period of Fiscal Year 2017 through Fiscal Year 2021.

Discussion:

The District is required by Ordinance 5677R to have an independent audit. Prior to 2012, audits were performed by the Sonoma County Auditor's office. On April 24, 2012, the Board approved a five year contract with Maze & Associates to perform the District's annual audit of its financial statements for the period of FY2012 though FY2016. In February 2017, the District released a Request for Proposal for audit services. After evaluation of the proposals submitted, the District recommends Maze and Associates for the period of FY2017-FY2021.

The Request for Proposals was distributed through the Sonoma County General Services Purchasing Portal and Eleven responses were received. The review committee of five included two members of the Fiscal Oversight Commission, two staff from the Auditor, Controller, Treasurer, Tax-Collector's office and the Administrative and Fiscal Services Manager of the District. The criteria used to evaluate proposals

were: audit approach, completeness of response, qualifications and experience, and proximity to the District. Maze & Associates was unanimously recommended by the review committee.

The proposed scope of work requires Maze & Associates to express an opinion on the fair presentation of the District's financial statements in conformity with generally accepted accounting principles. The financial statements are to be presented in accordance with all current Governmental Accounting Standards Board pronouncements, as well as any subsequent pronouncements over the course of the agreement term. In addition to the annual audit procedures, the District is contracting for (1) Single Audit reporting on Federal Funds received, when applicable, and (2) annual review of the Operations and Maintenance Fund transactions for compliance with Measure F and the Initial Public Access and Operations and Maintenance Policy adopted on February 6, 2016.

On April 7, 2014 the Auditor-Controller-Treasurer-Tax Collector released Internal Audit No 3305 which established the beginning balance for the Operations and Maintenance Fund. This fund accounts for the activity pertaining to the 10% of Measure F sales tax funds available for Initial Public Access Operations and Maintenance on recreational properties. The internal audit reviewed transactions from its inception on July 1, 2007 through June 30, 2013. An annual audit process has been adopted since 2013 to assure continuing compliance with Measure F. This process includes a report generated by the District's auditors and detailed review by a committee of the Fiscal Oversight Committee.

The audit(s) shall be performed in accordance with generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants and the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards, and the Single Audit Act of 1984, and the Single Audit Act Amendments of 1996.

The agreement is for a total of \$165,595 over five years, with annual costs beginning at \$31,190 and increasing by 3 percent per year. The cost of these services for Fiscal Year 15-16 was \$31,750. The District anticipates that Maze & Associates will begin work in July of 2017 for the audit of the District Fiscal Year 16-17.

Prior Board Actions:

April 24, 2012: Board of Directors approves contract with Maze and Associates for audit services. (Board Action #5)

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This contract allows the District to remain in compliance with laws and regulations regarding audit and financial reporting requirements.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$31,190	\$32,126	\$33,090
Additional Appropriation Requested			
Total Expenditures	\$31,190	\$32,126	\$33,090
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$31,190	\$32,126	\$33,090
Use of Fund Balance			
Contingencies			
Total Sources	\$31,190	\$32,126	\$33,090
Narrative Explanation of Fiscal Impacts:			
<p>The costs associated with this contract will be paid from the District's Measure F sales tax revenue. First year costs total \$31,190, with an annual increase of 3 percent, for a five-year total of \$165,595. There are adequate appropriations in the current year budget and appropriations will be made in future years for this contractual obligation.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
1. Agreement between the District and Maze & Associates for audit services for FY2017-2021.			
Related Items "On File" with the Clerk of the Board:			
None			

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement") is by and between the Sonoma County Agricultural Preservation and Open Space District, a public agency (hereinafter "District"), and Maze and Associates Accounting Corporation, hereinafter ("Consultant"), and is effective upon the date of execution.

RECITALS

WHEREAS, Consultant represents that it is a duly qualified and licensed, full-service accounting firm experienced in the areas of generally accepted accounting principles, current governmental accounting and auditing standards; and

WHEREAS, in the judgment of the General Manager of the District, it is necessary and desirable to employ the services of Consultant to conduct an annual audit of the District's basic financial statements and if necessary, perform an annual single audit for conformity with generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants and the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards, and the Single Audit Act of 1984, and the Single Audit Act Amendments of 1996.

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

AGREEMENT

I. SCOPE OF SERVICES.

1.1 Consultant's Specified Services.

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

1.2 Cooperation with District. Consultant shall cooperate with District and District staff in the performance of all work hereunder. Consultant shall coordinate the work with the District's Project Leads. Contact information and mailing addresses:

DISTRICT PROJECT LEAD	CONSULTANT LEAD
Mary Dodge, Admin & Fiscal Services Mgr	David Alvey, Engagement Partner
Address: 747 Mendocino Avenue, Suite 100 Santa Rosa, CA 95401	Address: 3478 Bushkirk Ave, Ste. 215 Pleasant Hill, CA 94523
Phone: 707-565-7349	Phone: 925-930-0902
FAX: 707-565-7359	FAX: 925-930-0135
Email: mary.dodge@sonoma-county.org	Email: davida@mazeassociates.com

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

1.4 Assigned Personnel.

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time District, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from District.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by District to be key personnel whose services were a material inducement to District to enter into this Agreement, and without whose services District would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of District.

c. In the event that any of Consultant’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant’s control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. **PAYMENT.** Consultant shall be paid for each basic financial audit as indicated in the payment schedule below, regardless of the number of hours or length of time necessary for Consultant to complete the audit services. Should findings require the completion of a “Single Audit” in addition to basic financial audit services, consultant shall be paid as indicated in the following payment schedule:

Payment Schedule:

	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	Total
Total Basic Financial Statements	\$23,090	\$23,783	\$24,497	\$25,232	\$25,989	\$122,591
Total Single Audit (if required)	\$4,500	\$4,635	\$4,774	\$4,917	\$5,065	\$23,891
Total Measure F AUP	\$3,600	\$3,708	\$3,819	\$3,934	\$4,052	\$19,113
Total Contract	\$31,190	\$32,126	\$33,090	\$34,083	\$35,106	\$165,595

The total payment under this agreement cannot exceed One Hundred Sixty-Five Thousand Five Hundred Ninety-Five Dollars (\$165,595.00) regardless of the number of hours or length of time necessary for consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services.

Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by the County Auditor and the Sonoma County Agricultural Preservation & Open Space District. The bill[s] shall identify the services completed and the amount charged.

2.1 **Invoices.** Consultant shall submit its bills in arrears on a monthly basis and invoices shall show or include:

- a. Consultant name: Maze and Associates
- b. District’s Contract No. 1061

- c. Name of Project: Audit Services
- d. Copies of all subconsultant/subcontractor invoices, if any
- e. Description of tasks performed with itemized description of services rendered by date
- f. Any other information requested by the District

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

Pursuant to California Revenue and Taxation Code Section 18662, the District 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 as any of the foregoing, District requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified as any of the foregoing, then the District 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 contained therein. By signing Form 587 or Form 590, the Consultant agrees to promptly notify the District in writing of any changes in the facts contained therein. Forms shall be sent to the District pursuant to Section 12. To reduce the amount withheld, Consultant shall provide District with a determination letter from the State of California expressly allowing reduced withholding.

3. TERM OF AGREEMENT. The term of this Agreement shall be from the Effective Date to December 31, 2021, unless terminated earlier in accordance with the provisions of Article 4 below.

4. TERMINATION.

4.1 Termination without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, District shall have the right, in its sole discretion, to terminate this Agreement by giving five days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement,

District may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to District all materials and work product subject to Section 9.10 (Ownership and Disclosure of Work Product) and shall submit to District an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

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

4.5 Authority to Terminate. The Board of Directors has the authority to terminate this Agreement on behalf of the District. In addition, the District's General Manager, on consultation with District Counsel, has the authority to terminate this Agreement on behalf of District.

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

its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

6. INSURANCE. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in Exhibit B, which is attached hereto and incorporated herein by this reference.

7. PROSECUTION OF WORK. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

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

9. REPRESENTATIONS OF CONSULTANT.

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

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

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

9.4 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to District for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

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

9.6 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subconsultants, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the District of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant

expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.7 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

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

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

this Agreement, Consultant shall promptly deliver to District all such documents, which have not already been provided to District in such form or format, as District deems appropriate. Such documents shall be and will remain the property of District without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of District.

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

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

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

12. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail, or courier service. Notices, bills, and payments shall be addressed as follows:

TO DISTRICT:	Sonoma County Agricultural Preservation and Open Space District 747 Mendocino Avenue Santa Rosa, CA 95401
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Invoices may be emailed to aposd-accounts.payable@sonoma-county.org

TO CONSULTANT:

Maze & Associates
3478 Bushkirk Avenue, Suite 215
Pleasant Hill, CA 94523

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

13. MISCELLANEOUS PROVISIONS.

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

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and 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. Consultant and District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

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

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

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

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

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date below.


MAZE & ASSOCIATES

By: 
Name: David Alvey, CPA
(Please print)
Vice President
Date: 3/16/17


SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

APPROVED AS TO SUBSTANCE FOR DISTRICT

By: 
Mary Dodge, Administrative & Fiscal Services Manager
Date: 3/15/17

APPROVED AS TO FORM FOR DISTRICT

By: 
Lisa A. Pheatt, Deputy County Counsel
Date: 3/15/17

CERTIFICATES OF INSURANCE ON FILE WITH THE DISTRICT


By: 
Sue Jackson, Administrative Aide
Date: 3/21/17

EXHIBIT A
SCOPE OF WORK

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue for the District:

- a. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
- b. A report on the internal control structure based on the auditors' understanding of the control structure and assessment of control risk. In that report, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the report. Nonreportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report on internal controls.
- c. A report on compliance with applicable laws and regulations. The report on compliance shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter, which shall be referred to in the report on compliance.
- d. A single audit report, if required. If a single audit report is necessary, the audit firm shall submit one copy of each audit reporting package and data collection form to the Federal Audit Clearinghouse.
- e. An ADA-accessible electronic master document and ten bound copies of each final report shall be provided. Editing the final report, ensuring ADA compliance, and printing shall be the responsibility of the selected consultant.
- f. Letter of findings and recommendations related to the annual review of the Operations and Maintenance Fund transactions for compliance with Measure F and the Initial Public Access and Operations and Maintenance Policy adopted on February 6, 2016.

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the management of the District, the audit committee and the BOD of the affected entity. Audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits by the Governmental Accounting Standards Board and the American Institute of Certified Public Accountants, the standards set forth for financial audits in the General Accounting Office's (GAO) Government Auditing Standards (2011 Revision), the provisions of the federal Single Audit Act of 1984 (amended in 1996) and U.S. Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 (Uniform Guidance).

EXHIBIT A - CONTINUED

COST PROPOSAL

Certification

David Alvey and Vikki Rodriguez are authorized to submit this proposal and negotiate and sign a contract with the Sonoma County Agricultural Preservation and Open Space District. Our offer is firm and irrevocable for a period of ninety days from the date of this proposal.

Total Cost of Audit

Our Total All-Inclusive Maximum Prices for the services specified in the Request for Proposal for the year ending June 30, 2017 to June 30, 2021. Our Total All-inclusive Maximum Prices for the services specified in the RFP, are firm fixed fees.

Additional Services

Any additional services will be performed and billed only on the District's prior authorization at our standard billing rates.

Fees

Our fees are firm fixed prices. In determining our fees, we understand that the District's records will be in condition to be audited; that is, transactions will be properly recorded in the general ledger and subsidiary records, these accounting records and the original source documents will be readily available to use, we will be furnished with copies of bank reconciliations and other reconciliations and analyses prepared by the District and District personnel will be reasonably available to explain procedures, prepare audit correspondence and obtain files and records.

Manner of Payment

Progress billings will be sent on the basis of actual audit work completed during the course of the engagement. Interim billings do not cover a period of less than a calendar month. We do not bill for out-of-pocket expenses as they are included in our stated all-inclusive maximum price.

We do not post separate rate structures for municipal audit work. We view this work as being every bit as important and valuable as the work we perform for other clients and we put our best people on it. Any consulting work you request will be performed at the same rates as our audit work.

Cost Rationale

We have always completed our work in the time budgeted and for the agreed upon fee. We have never requested additional fees for work within the scope of the audit after our work was completed. As always, we finish what we start, regardless of the accuracy of our budgets.

SONOMA COUNTY AGRICULTURAL PRESERVATION & OPEN SPACE DISTRICT
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDIT OF FINANCIAL STATEMENTS

	Hours	Hourly Rates	Totals For The Year Ended June 30, (1)				
			2017	2018	2019	2020	2021
Basic Financial Statements and Memorandum on Internal Controls Partners	26	\$300	\$7,800	\$8,034	\$8,275	\$8,523	\$8,779
Technical Review Partner	6	150	900	927	955	983	1,013
Supervisory staff	60	120	7,200	7,416	7,638	7,868	8,104
Staff	80	85	6,800	7,004	7,214	7,431	7,653
Administrative Staff	6	65	390	402	414	426	439
Out-of-pocket expenses (2)			0	0	0	0	0
Total Basic Financial Statement and Memorandum on Internal Controls	178		\$23,090	\$23,783	\$24,497	\$25,232	\$25,989
Measure F Agreed Upon Procedures	30		3,600	3,708	3,819	3,934	4,052
Single Audit, if required (One Major Program)	40		4,500	4,635	4,774	4,917	5,065
Total maximum all inclusive fee.			\$31,190	\$32,126	\$33,090	\$34,083	\$35,106

NOTES:

(1) Our policy is to attempt to keep our clients fees constant after inflation. Therefore, the fees for years subsequent to 2017 have been adjusted for the 2015 CPI increase of 3% for the Services Sector of the U.S. Department of Labor, Bureau of Labor Statistics for the San Francisco-Oakland Area.

(2) Out-of-pocket expenses are included in our standard hourly rate.

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.

District 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 as defined by the Labor Code of the State of California.
- b. Workers Compensation Insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

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

Sonoma County Agricultural Preservation and Open Space District Insurance Requirements

- d. Sonoma County Agricultural Preservation and Open Space District, its officers, agents, and employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District.
- 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.

Sonoma County Agricultural Preservation and Open Space District Insurance Requirements

Best's rating of at least A:VII.

6. Documentation

- a. 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 District for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Agricultural Preservation and Open Space District, its officers, agents, and employees, 747 Mendocino Avenue, Santa Rosa, CA 95401.
- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. 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.
- e. 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. District, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, District may purchase the required insurance, and without further notice to Consultant, District may deduct from sums due to Consultant any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
.01/06/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kosich Insurance Agency, Inc. 3435 Mt. Diablo Blvd., Ste 300 Lafayette CA 94549	CONTACT NAME: Kenneth R Kosich	
	PHONE (A/C, No. Ext): (925) 284-3911	FAX (A/C, No): (925) 284-3919
E-MAIL ADDRESS: corp@kosich.com		INSURER(S) AFFORDING COVERAGE
		NAIC #
INSURED Maze & Associates 3478 Buskirk Ave Suite 215 Pleasant Hill CA 94523	INSURER A: Republic Indemnity Co of Ameri	
	INSURER B: Travelers Cas Ins Co Of Amer	
	INSURER C:	
	INSURER D:	
	INSURER E:	
		INSURER F:

COVERAGES CERTIFICATE NUMBER: Cert ID 1345 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		6808E962793	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Empl Benefits Liab \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6808E962793	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below N/A			15076617	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Sonoma County Agricultural Preservation & Open Space District are included as additional insured as required by written contract for General Liability per the attached endorsement form, CGD1050494.

CERTIFICATE HOLDER Sonoma County Agricultural Preservation & Open Space District 747 Mendocino Avenue Santa Rosa CA 95401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
 - a. Limits of Insurance – The following limits of liability apply:
 1. The limits which you agreed to provide; or
 2. The limits shown on the declarations, whichever is less.
 - b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
 - a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
 - b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 2. Supervisory, inspection or engineering services.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SV

DATE (MM/DD/YYYY)

01/04/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mitchell & Mitchell-Lic0620650 250 Bel Marin Keys Blvd, Bld E Novato, CA 94949 Paul W. Morris	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
PRODUCER CUSTOMER ID #: MAZEAS1		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Maze Associates 3478 Buskirk Ave., #215 Pleasant Hill, CA 94523	INSURER A: Continental Casualty	
	INSURER B: _____	
	INSURER C: _____	
	INSURER D: _____	
	INSURER E: _____	
	INSURER F: _____	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ _____ \$ _____ \$		
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$ _____ \$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$		
A	Prof. Liability			APL 275366619	07/01/2016	07/01/2017	Per Claim 3,000,000 Aggregate 3,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Full Prior Acts

CERTIFICATE HOLDER**CANCELLATION**

Maze Associates 3478 Buskirk Ave., #215 Pleasant Hill, CA 94523	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Paul W. Morris <i>Paul Morris</i>
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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: 2
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors and Board of Commissioners

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

John Haig, (707) 565-7508

Supervisorial District(s):

All

Title: Revisions to Flood Elevation Grant Program Design

Recommended Actions:

Approve revisions to the Flood Elevation Grant Program Design to require property owners to fund all project costs above the Federal grant amount, to establish escrow accounts for up-front soft costs for 100% projects, and allow the Commission to provide loans to fund escrow accounts for income-qualified owners receiving 100% grant funding.

Executive Summary:

Revising the Flood Elevation Grant Program Design will bring the policy into alignment with recent changes to FEMA regulations. These changes will help mitigate future flooding of eligible properties, allow low-income property owners to begin flood mitigation predevelopment work with Commission support, and will require all property owners to contribute the difference between the grant and the construction costs, thereby protecting the Commission against financial loss for projects that are not completed.

Discussion:

Sonoma County began the Flood Elevation Mitigation Program in 1995. The Board of Supervisors authorized the Commission to submit applications for grant funding through the County Department of Emergency Services to the Governor's Office of Emergency Services for Hazard Mitigation Grant Program (HMGP), for funding from the Federal Emergency Management Agency (FEMA). Since the inception of the Sonoma County Flood Elevation Program, the Commission has applied for and received several FEMA grants, financing projects, which reduce or eliminate exposure to future losses to residential structures located in the floodplain. This program is limited to Federally-insured residential properties whose owners voluntarily choose to take advantage of the program. These properties have experienced the highest frequency of previous flooding and have had the highest amount of casualty loss due to flood damage. The success of this program became evident during the recent flooding where homes that had been elevated suffered no significant damage.

The Commission administers this hazard mitigation program to reduce the risk from flooding for a limited number of eligible Sonoma County properties. One of these Federal programs, the Severe Repetitive Loss program, has the goal of reducing flood damage to residential properties covered by federal flood insurance that have experienced multiple severe casualty loss due to flooding. Changes made at the Federal level to the amount of the federal contribution to the Severe Repetitive Loss program requires that we update the Flood Elevation Grant Program Design. The proposed revision to the Program Design updates the policy to include minor edits for accuracy and clarity, as well as the following new provisions:

1. To require property owners to contribute the difference between the individual project grant and the final project cost if the final cost exceeds the project grant amount. (Program Design, IV.B.3.a)

FEMA regulations do not allow increased costs to be reimbursed with grant funds, so a property owner that has increased costs during the planning, permitting and construction phases will be expected to cover anything not reimbursable by FEMA. The existing policy does not require this cost coverage, which would result in the Commission being unable to be reimbursed for funds expended on behalf of the property owner.

2. To require owner-funded escrow accounts for up-front soft costs for Severe Repetitive Loss projects receiving 100 percent project funding from FEMA. Up-front soft costs are paid by the Commission, and the Commission will recover its expenses for up-front soft costs via these escrow accounts if FEMA funding is not received or if the project does not move forward. The funds in the escrow account will be refunded to the owner upon project completion. (Program Design, IV.E.4)

Historically, FEMA funded Severe Repetitive Loss projects at 90 percent and the property owner's required 10 percent share of costs for the grant were spent on the upfront soft costs for architecture, engineering, and permit costs of the elevation. Some owners have expended funds and failed to complete their project. FEMA funding is reimbursement-based, and funding is not available in advance of construction. Soft costs must be advanced by the owner to ensure the Commission does not pay for project costs that are not eligible for reimbursement due to a failure to complete a project.

3. To allow deferred-payment loans with below-market interest rates for income-qualified property owners to cover the escrow account deposit requirements for 100 percent program funded projects. (Program Design, V and VI)

If an income-qualified Severe Repetitive Loss grantee couldn't fund an escrow account to pay for upfront soft costs of the elevation, the Commission could provide a low-interest loan. The loan and interest would be forgiven when the Commission has received FEMA reimbursement for the project. If the project fails to move forward and isn't eligible for FEMA grant funds, the property owner will be required to pay back the funds per the terms of the loan.

Approval of the revision to the Flood Elevation Grant Program Design helps mitigate future flooding of Federally-insured eligible properties that have previously experienced flooding. This change will allow a

low-income property owner to begin flood mitigation predevelopment work with Commission support, and will require all property owners to contribute the difference between the grant and the construction costs to protect the Commission against losses for projects that are not completed.

Prior Board Actions:

11/03/09: Approved revisions to Flood Elevation Mitigation Program Design.

08/09/07: Approved revisions to Flood Elevation Mitigation Program Design.

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

Providing assistance for the preservation of housing that is available, accessible, and affordable for homeless and other lower-income households promotes safe, healthy, and secure living environments for these Sonoma County residents, many of whom have special needs or cannot otherwise find or afford market-rate housing.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$3,545,950	\$2,605,232	
Additional Appropriation Requested	0		
Total Expenditures	\$3,545,950		

Funding Sources

General Fund/WA GF			
State/Federal	\$3,545,950	\$2,605,232	
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$3,545,950	\$2,605,232	

Narrative Explanation of Fiscal Impacts:

There are no fiscal impacts from the change in policy, and no additional staffing costs are associated with changes in the program design.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):			
Not applicable			
Attachments:			
1. Revised Flood Elevation Program Design – Redline			
Related Items “On File” with the Clerk of the Board:			

SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION

FLOOD ELEVATION GRANT PROGRAM DESIGN

I. INTRODUCTION

A. Purpose & Objectives:

1. The purpose of the Sonoma County Flood Elevation Grant Program (Program) is to mitigate potentially hazardous conditions involving residential properties within Sonoma County that are subject to flooding.
2. The primary objective of the Program is to provide safe housing for residents of Sonoma County through the elevation of properties that are subject to flooding during storms.
3. The secondary objectives of the Program are:
 - a. to perform other elevation-related measures which may be required for properties subject to flooding during storms;
 - b. to perform other elevation-related repairs required by applicable codes, regulations and standards.

B. Authority:

1. This Program Design containing the policies which form the framework for the Program has been adopted by the Sonoma County Board of Supervisors. No revisions may be made hereto without the express action of the Board.
2. The Sonoma County Community Development Commission (Commission) is the designated authority to implement the Program.

II. ELIGIBILITY

The Commission shall not discriminate in the provision of financial assistance because of race, color, ancestry, national origin, religion, sex, marital or familial status, age, medical condition, handicap, disability, sexual orientation, domestic partnership or other prohibited basis.

- ##### A. Conflict of Interest: No member of the governing body of the County of Sonoma or the Commission and no other official or employee or agent of the County government or Commission who exercises any policy decision-making functions

or responsibilities in connection with the planning and implementation of the Program shall directly or indirectly be eligible for assistance under the Program.

B. Ownership & Residency:

1. Owner-occupants of single-family properties and mobile homes, and investor-owners of single-family and multiple-unit rental properties will be eligible for assistance. Non-residential properties may be considered for assistance if it is allowable under the specific FEMA program parameters, meets the cost-effectiveness requirements and conforms to the objectives of a specifically-targeted area improvement plan.
2. The applicant must be the legal owner of the real property or the registered owner of the mobile home to be assisted.
3. Owners of residential property as described above are eligible for flood elevation assistance regardless of the income level of the occupants of the property.
 - a) Properties which have been rehabilitated previously through a Commission rehabilitation grant or loan are eligible for assistance under the Program.
4. All properties must be elevated to a height that all non-flood proof materials are at least one foot above the 100-year base flood elevation (BFE) and must be able to comply with all applicable local, state or federal codes, ordinances, and standards upon the completion of the work. All elevations must be designed to withstand depth and velocity standards for 100-year flood events and must meet seismic criteria for new construction regardless of local codes. An elevation certificate will be required upon completion of elevation.

C. Displacement: Rental property owner(s) shall provide certification of the following:

1. The proposed rehabilitation work will not cause permanent displacement of any of the current tenants residing at the project.
2. No tenant has been, nor will be, forced to move permanently from the project so that the project may qualify for flood elevation assistance.

D. Rental Property Grant Conditions: The rental property owner must agree to and abide by the following requirements:

1. If temporary relocation of tenants is required during the flood elevation work, the owner shall be responsible for locating comparable temporary housing that is suitable, decent, safe and sanitary.
 - a) The owner shall be responsible for paying all reasonable out-of-pocket expenses incurred by the tenants in connection with the temporary relocation including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent/utility costs at such housing. All relocation expenses are eligible project costs.
2. For one year after completion of the flood elevation work, the rent level shall not exceed the current rent as specified in the rental agreement at the time of elevation.
 - a) The owner shall not discriminate in the rental of any units on the basis of race, color, national origin, religion, sex, familial status or disability.
 - b) The owner shall maintain the property in good condition and shall not convert the property from rental residential to any other use.

III. ELIGIBLE IMPROVEMENTS and COSTS

A. Eligible Improvements and Costs:

1. All improvements necessary to elevate the property or perform other flood mitigation activity, together with any repairs to meet applicable codes and ordinances required to obtain an elevation permit are eligible for assistance.
2. Improvements must be of a permanently fixed nature.
3. Eligible costs include: Disconnection of all utilities; installation and removal of beams for lifting the house; cribbing for a raised house while foundation is being built; building of the foundation so that all non-flood proof material of the lowest floor is at least one foot above BFE; lowering the house onto new foundation; seismic retrofitting of the elevated foundation including attachment of the building to that foundation; reconnecting of utilities, extending lines and pipes if necessary; elevating all utilities and service equipment (hot water heater, furnace, outlets for electricity, etc.), means of ingress and egress, and providing meter reader access if necessary.
4. Additions to the habitable space of the structure will be eligible for assistance only as noted below:

- a. Construction of a utility room above BFE may be eligible only if there is not existing space within the house or if there is no other more cost effective way to elevate the utilities. If space must be constructed, it will be no greater than 100 sq. ft.
 - b. Elevation of an existing deck, porch, or stairs; or construction of a new deck, porch, or stairs to access the elevated living space in like configuration if the existing is not structurally sound enough to meet minimum code requirements.
 - c. When owners, members of the owner's family or tenants of a rental property have physical disabilities, a physician's written confirmation will be required before access facilities will be provided as part of the elevation. Multiple access facilities shall be eligible for funding if necessary for compliance with local codes and standards. Where a ramp is to be used to provide access, it shall be designed to meet Americans with Disabilities Act standards. Where ramps are not technically feasible, a mechanical chair lift may be installed. Such an installation should be on interior access stairways where possible, subject to local codes.
5. Funds will be provided to replace, restore or repair the structure only as noted below:
- a. When structures are elevated, the resultant space below the main floor may only be used for building access, parking or/and limited storage in accordance with local floodplain management ordinances, National Flood Insurance Program (NFIP) criteria, and all applicable building codes.
 - b. Repair to the foundation is eligible only if it is necessary for the safe elevation of the structure or to meet local building codes.
 - c. Replacement of termite damaged or dry rotted wood framing members are eligible costs whenever associated with the elevation, required for recommended seismic bolting or bracing or required to meet local building codes.
 - d. Minimum costs of exterior sheathing associated with what was damaged or removed during the elevation process only. Exterior finish must meet NFIP flood resistant materials and all local codes.
6. Insulation for pipes only if required by local codes and standards.

7. Seismic upgrades per local and/or state codes as required, including bolting structure to foundation, and cripple walls.
8. Temporary housing expenses for owner-occupants or tenants during the period that the house is uninhabitable while being elevated are an eligible expense. Eligible temporary housing and relocation expenses will be reimbursed on actual receipts only.
9. Rough grade of yard and seeding of grass if damaged by equipment during the elevation process or where the elevation action affects slopes, stabilization of the structure or surrounding structures.
10. Required project soft costs including design, engineering, soils tests, pest reports, site surveys, permits, etc. are eligible for reimbursement, provided that these costs are not incurred until after receipt of environmental clearance from FEMA, Commission and the California Office of Emergency Services (Cal OES). . If property owners pay directly for any project soft costs, they may be reimbursed on actual receipts only in the form of a credit toward their share of the project costs.

B. Ineligible Improvements and Costs:

1. New furnaces are ineligible unless a sole source of heat, such as a masonry fireplace, is removed and cannot feasibly be included in the elevation project. New furnaces shall conform to local energy efficiency standards, where feasible.
2. Existing HVAC systems cannot be expanded or increased in size and capacity unless the owner pays such costs beyond the HVAC's capacity to service the square footage of the original structure.
3. An elevation that was begun or completed prior to completion of the FEMA environmental review and prior to the applicant's receipt of written approval of the project for funding is ineligible for assistance.
4. Costs for auxiliary (refer to local codes for definition) structures are not eligible.
5. Costs to elevate non flood-resistant materials of the lowest habitable space higher than two feet above BFE are not eligible.
6. Repairs, rehabilitation, additions, expansions, or elevations of appurtenances are ineligible except as noted above.
7. Landscaping costs are ineligible except as noted above.

8. Costs for replacement of utility service components that are undersized, of inadequate capacity, or are unsafe are ineligible unless directly related to the action of elevating (i.e. well pumps) or required by local codes or ordinances.
- C. All work funded in whole or in part by the Commission is subject to the permit processes of the State and County.
 1. All work must be done according to standards acceptable to the Sonoma County Permit and Resource Management Department (PRMD) and/or the State of California Department of Housing and Community Development.
 2. The proper permit(s) shall be obtained for all work that requires such permit(s). The cost of permits is an eligible project expense.
 - D. In no event shall the Commission approve grants for work if it does not determine that the structure is physically sound and capable of being raised safely or if the property is in violation of any applicable code or ordinance of the State and/or County unless such violations are corrected as a result of the work paid for by the Program assistance and owner's matching funds.
 - E. The Commission shall not approve grants for work required to repair a condition for which the applicant has received, or will receive, an insurance settlement or funds from another source (such as SBA) to pay for the repair except to augment the insurance or other funds in cases where such funds are insufficient to make the required repairs in compliance with all applicable codes or ordinances.
 - F. "Self-Help" work by the owner and/or occupant may not be a part of the contract or grant. No "volunteer" assistance is allowed primarily for liability reasons.
 - G. Grant applicants will be advised of other applicable funding sources as appropriate.

IV. GRANT PROCEDURES

- A. Application Process:
 1. All applicants will complete an application and furnish Commission staff with all required verifications. The information in the application will be used to determine the applicant's initial eligibility in the areas of ownership, residency, property type, location and availability of matching funds.
 2. **All property owners shall sign a statement acknowledging that they are making their property available for public funding for elevation**

and they understand that this could expose them to partial or total loss of use through code enforcement should the project fail to be completed.

3. After initial eligibility has been established, a thorough inspection of the property will be carried out by Commission staff. If necessary, additional tests and/or inspections by third parties will be conducted. A rough scope of work and cost estimate will be developed based on the inspection(s), tests and consultation with the property owner.
 4. After review and acceptance of the rough scope of work and cost estimate by the owner, Commission staff will submit the application for approval.
- B. Grant Approval: The Commission shall not discriminate in the provision of financial assistance because of race, color, national origin, religion, sex, familial status or disability.
1. Property taxes and mobile home registration fees must be current in order for an applicant to be considered for a grant.
 2. Flood insurance in an amount sufficient to cover the value of the improvements will be required for all properties located in a Special Flood Hazard Area (100-year floodplain). The owner shall conform to the terms set forth in Section IV. E. 2. The Commission shall receive annual renewal notices for all flood insurance policies.
 3. Each application will be summarized, and a recommendation for grant approval or disapproval will be made to the Commission's Director or his/her designee. The recommendation will include the maximum recommended grant amount and the required level of matching funds.
 - a. FEMA funds may be granted to pay for eligible project costs not to exceed the maximum allowable percentage specified by individual FEMA programs, Flood Mitigation Assistance (FMA) 75%, Repetitive Loss (RL) 90%, Severe Repetitive Loss (SRL) 100% and Hazard Mitigation Grant Program (HMGP) 75%. The final grant amount and owner contribution for each individual project will not be known until that project is completed and closed out. **In the event project costs exceed the individual project grant amount originally approved by FEMA, the owner shall be required to contribute the additional funds needed to complete the project.**
 - b. If a property owner received federal disaster assistance grants, Small Business Administration (SBA) disaster loans, or National Flood Insurance Program (NFIP) settlements for any federally

declared disaster that were designated for repair or elevation of a structure, the owner must provide evidence (e.g. receipts) that the funds were expended for the intended purpose. If evidence cannot be provided, the amount of prior federal assistance for these purposes will be deducted from the available FEMA elevation funds for the structure.

4. The Commission Director or her designee will make the final decision on each application.
 5. Discretion of Commission Staff: It shall be within the purview of the Commission Director or her/his designee, to approve or disapprove any grant application at any stage of processing through any formal or informal action which is consistent with fair housing lending procedures.
- C. Priority for Funding: Applications for assistance from owners of properties which appear to be eligible for participation in the Program will be processed in the order of receipt. Grant funding will be allocated to specific projects when plans, engineering and permitting are complete, and an acceptable bid has been received. The Program may be funded by various financing sources with varying eligibility criteria and funding availability. Applications will be considered under the program most appropriate to the property. If funding for which the property is eligible is not available at the time of application, the project will be placed on a waiting list, in the order received, pending receipt of additional funding.
- D. Competitive Bidding: After a grant is approved, Commission staff will prepare a detailed Scope of Work for all repairs and improvements to be funded through the flood elevation grant and matching funds and will coordinate the competitive bidding process to obtain fixed-price bids from qualified, licensed contractors.
1. The Commission shall determine whether a contractor is "qualified" through a pre-screening process. All contractors must submit a contractor application on the required forms to the Commission at, or prior to, the time of submitting their first bid. The Commission will verify the contractors' license, insurance, credit and work references and will determine that a contractor is qualified to work on Commission jobs.
 - a. All contractors must be licensed and in good standing with the California Contractors State License Board.
 - b. All contractors will be required to provide a 100% performance and payment bond and evidence of insurance coverage sufficient to satisfy the requirements of the Commission's standard Contract for Rehabilitation of Property.

- c. If necessary, the Commission may remove contractors from the "qualified" list. Reasons for such action include but are not limited to: 1) their license is suspended, canceled or revoked; 2) they fail to maintain the required insurance coverages; 3) they fail to comply with the provisions of the Contract for Rehabilitation of Property; or 4) there are documented problems or complaints received from property owners and/or the Commission's housing rehabilitation specialists regarding their behavior or work performance.
2. Whenever possible, at least three bids will be obtained for each project. The property owner may select any responsible bid that does not exceed the Commission's in-house cost estimate approved by FEMA in the Grant.

E. Grant Documents:

1. Grant Agreement: After selection of the contractor by the property owner, Commission staff will prepare a Grant Agreement detailing the rights and responsibilities of the property owner, the Commission and the County. The applicant shall execute the Grant Agreement prior to work commencing on the job.
2. Deed Restriction: Owners of structures to be elevated must execute a deed restriction, prior to start of construction, that restricts future use of the area under the elevated first floor to parking, access and temporary storage only, in conformance with NFIP Flood Plain Management ordinances; and stipulates the requirement for flood insurance for as long as the building remains in a Special Flood Hazard Area (100-year floodplain).
3. All owner matching funds, in the form of a money order, certified check or bank check, shall be deposited at grant signing in a rehabilitation escrow account controlled by the Commission for disbursement to the contractor, or in payment of other project costs, on behalf of the property owner.
4. Owner-funded escrow accounts are required for upfront soft costs including but not limited to design, engineering and permitting fees for SRL projects receiving 100% funding from FEMA. The owner's funds shall be refunded to the applicant upon the completion of the project and FEMA reimbursement. In the event the project does not move forward, all amounts spent shall be recovered by Commission from the escrow account, and all plans and permits shall be delivered to the property Owner along with any remaining balance in the escrow account.

F. Construction Contract: The Commission will coordinate contracting for all work funded through the flood elevation grant and matching funds, manage the

contracts, inspect the work and approve and disburse payments utilizing grant funds and matching funds from the owner's rehabilitation escrow account.

1. The contract for the flood elevation work will be executed by the owner and the contractor. The Commission will provide the contract form.
2. The contract's Scope of Work will include only eligible improvements as listed above and any work required by the County as a condition of permit issuance. If the owner desires additional, non-FEMA eligible work to be done by the contractor, a separate, distinct contract will be executed for the work, and that work will not commence until the completion of the flood elevation contract.
3. The Commission shall assist the owner in the control, supervision, and direction of the work to be performed under the elevation contract. A copy of all written communications between the owner and the contractor must be sent to the Commission. In the event of any dispute between the owner and the contractor, the Commission shall attempt to resolve the dispute.
4. Alterations to the services to be provided under the contract and amount to be paid pursuant to the contract may be made only by written agreement by and between the owner and the contractor and only upon written approval of the Commission. Such agreement and approval shall be on a form prescribed by the Commission. No payment shall be made for any work performed without the prior written approval of the Commission.
5. During the period of performance of the contract, the owner shall not enter into any additional agreements with the contractor, whether written or verbal, without the written approval of the Commission. The purpose for this requirement is primarily to prevent confusion and loss of adequate and appropriate control, supervision and direction of the work to be performed under the contract.
6. Commission staff will inspect each project during construction to assure that work is progressing in a timely manner and that it is being carried out in accordance with the Scope of Work. Such work will be carried out with the property owner's full participation, cognizance and consent.
 - a. Phase inspections will be made by the Commission prior to the disbursement of payments to the contractor. Any work requiring a building or other permit must also have written approval by the State and/or County building inspector. Upon completion of all work, the County must certify that the elevation is in compliance with local ordinances and with NFIP ordinances.

- b. The owner must accept all work before payment may be authorized, except payment awarded by arbitration or legal judgment.
 - c. Acceptance of Work: In the event of any dispute between the owner and the contractor concerning the completion of flood elevation work, the Commission Director or her designee shall exercise authority.
- 6. Upon satisfactory completion of all work contained in the contract's Scope of Work, the property owner shall sign the Notice of Completion which shall be recorded in the Sonoma County Recorder's Office.
 - 7. The Commission's signature on the final phase inspection form signals the commencement of the retention and warranty periods.
- G. Disposition of Funds Statement: Once a project is completed and all funds have been disbursed, the property owner will receive a letter from the Commission indicating the disposition of the grant proceeds and any matching funds.

V. SRL 100% ESCROW ACCOUNT LOAN TERMS AND CONDITIONS

If the grant applicant does not have sufficient funds and meets the income requirements of Section IV. E. 4., an escrow loan may be offered to fund the escrow account. Upon completion of the project and receipt of final FEMA funding, the escrow loan will be forgiven. However, if the project does not proceed, the escrow loan will be modified to represent the outstanding upfront costs paid by the Commission, and the escrow loan will remain a lien upon the property subject to the conditions of this Section V.

The Commission will offer deferred-payment escrow loans with below-market interest rates for income qualified property owners as described below. All property owners must provide financial documentation sufficient for Commission staff to make loan approval decisions in compliance with the following loan terms and conditions;

- A. Deferred-Payment Loans: The Commission shall offer loans on a deferred-payment basis to qualified owner-occupants. The applicant household will be considered qualified if their monthly income does not exceed 80% of area median income (AMI) adjusted for family size.
- B. Term: The loan term shall be 20 years. However, loans will be forgiven upon the completion of the project and final FEMA reimbursement. If the project does not proceed to completion, the loan shall remain a lien against the property for its full term or until repaid. No payments shall be required prior to the twentieth anniversary of the loan. However, the deferred-payment loan shall be due and payable in full prior to 20 years should one or more of the following occur: 1) the

borrower dies; 2) the property or any interest therein is sold, conveyed or transferred; 3) the borrower no longer occupies the property as his or her principal residence for reasons other than medical treatment, disability, education, family matters or similar situations which Executive Director or his/her designee approves in writing and which require a temporary alternate residence; or 4) a breach of any provision of the note or deed of trust/security instrument occurs.

- a) At the beginning of the twenty-first year, the deferred-payment loan is due and payable in full.
 - b. A borrower may repay the outstanding balance of the loan, or any portion thereof, at any time without penalty. A borrower may choose to make irregular, periodic payments on the deferred-payment loan. All such prepayments will be credited first to the interest due and then to the principal balance of the loan.
- C. Interest: Interest will be simple interest. Interest shall accrue on the unpaid principal balance from the date on which the Promissory Note is executed. The annual interest rate for deferred payment loans is 3%.
- D. The Commission's underwriting standards will be employed in a consistent and equitable manner. The Commission will at all times utilize sound judgment in making loans to ensure that the public funds are adequately protected. The Commission's underwriting standards will normally follow private lending practices.
- E. Loan applications shall be subject to normal underwriting criteria by the Commission. Such criteria may include but are not limited to credit reports, appraisals, title reports, cash-flow analyses, etc.
- F. The following services may be required of all loan applicants. Charges for these services may be included in the loan amount. If the applicant makes a voluntary decision not to proceed with the loan after approval, and if there is no other reason why the project cannot proceed, the owner may be requested to reimburse the Commission for all direct costs incurred.
- 1. Appraisal of the market value of property.
 - 2. Credit report on each owner of the property.
 - 3. Preliminary title report and title insurance for loans to be secured by real estate.
 - 4. Structural pest control and other inspections or tests necessary to determine property condition.

5. Lead and asbestos risk assessment(s).

G. The following underwriting criteria will be used to evaluate each application:

1. Loan applicants must be the legal owner of the real property, and must have the authority to encumber the property.
2. A preliminary title report will be obtained for all real estate loans.
3. A consumer credit report will be obtained for all loan applicants. Key factors to be considered in reviewing the credit history are the borrower's ability to manage financial affairs and budget for debt and necessities.
4. At the discretion of the Commission's Executive Director or his/her designee, a loan may be approved despite isolated instances of slow payments or even more significant past problems, based upon careful analysis of the contributing causes and circumstances. The owner's demonstrated ability to reestablish a good credit standing, to maintain a good repayment pattern on housing-related debts, and to build equity in the property are all factors to be considered.
5. Unreported income, outstanding judgments, unreported property liens and poor credit ratings indicate that an applicant is a poor risk for the loan program. Unreported or intentionally misrepresented information is fraudulent and will result in denial of a loan.
6. Property taxes and mobile home registration fees must be current in order for an applicant to be considered for a loan and must be paid when due during the life of the loan.
7. Property insurance, including fire and flood, will be required during the life of the loan. If an applicant does not have sufficient insurance to cover the amount of the Commission's loan and all senior liens or the value of the improvements whichever is less, or if the policy has lapsed, deficiencies must be corrected as a condition of loan approval. The Commission shall be named on the policy as mortgagee/loss payee for the full term of the loan. Failure to maintain adequate insurance will be an event of default under the loan.
8. For all properties assisted, loans may be made that result in a loan-to-value ratio of up to 100%. Property value may be established through an appraisal prepared by a State licensed or certified real estate appraiser.
9. Each application will be summarized and a recommendation for loan approval or disapproval will be made to the Commission's Director or

his/her designee. The recommendation will include the maximum recommended loan amount and repayment terms.

10. The Commission Director or his/her designee will make the final decision on each application.
 11. Discretion of Commission Staff: It shall be within the purview of the Commission Director or her/his designee, to disapprove any loan application at any stage of processing through any formal or informal action which is consistent with sound underwriting practices and fair housing lending procedures.
- H. Deferred-Payment Loan Collections: The borrower shall make full repayment of the loan when due directly to the Commission or loan servicing agent as specified by the Commission. A single loan set-up fee of \$150 will be added to the loan on execution of the loan documents. Upon completion of the project and receipt of final FEMA funding, the escrow loan fee will be forgiven.
- I. Loan Defaults:
1. If a borrower appears to be in default of one or more of the loan terms contained in the Promissory Note, Deed of Trust or any other loan document, the Executive Director shall consult with the Office of the Sonoma County Counsel.
 2. If the Executive Director determines that the borrower is in default of one or more of the loan terms, the Executive Director, with the advice of County Counsel, may initiate foreclosure proceedings.
 - a) The Commission may contract with a trust deed service company to carry out a Notice of Default and Sale on behalf of the Commission, or may carry out the foreclosure process in-house.
 - b) The Commission may disburse funds for all costs necessary to enforce its lien and complete the foreclosure sale process, including but not limited to: legal fees, trust deed service fees, past-due property taxes and mobile home registration fees, mobile home space rent and utility charges, property hazard and liability insurance, needed maintenance and repair, and real estate agent fees.
 - c) If the loan is reinstated, any expenses will be the responsibility of the owner as a condition of reinstatement.

3. If the property goes to sale pursuant to this section, the sale proceeds minus the amount of any senior liens and the Commission's foreclosure costs shall be credited against the outstanding loan balance.
 - a) If the sale proceeds minus the amount of any senior liens and the Commission's foreclosure costs exceed the amount of the outstanding loan balance, the excess funds shall first be used to pay any valid claims of junior lien holders and any proceeds remaining thereafter shall be forwarded to the borrower.

I HAVE READ AND UNDERSTAND THE INFORMATION PRESENTED IN THE 2017 PROGRAM DESIGN FOR THE SONOMA COUNTY FLOOD ELEVATION PROGRAM.

Date

Property Owner Signature

Date

Property Owner Signature



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 Commissioners

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Jim Leddy, 565-7509

Supervisorial District(s):

5th

Title: First amendment to the Agreement with Harris & Lee Environmental Sciences, LLC for Environmental Services at the Roseland Village

Recommended Actions:

Authorize the Executive Director of the Sonoma County Community Development Commission to execute the first amendment to the Agreement for Professional Services with Harris & Lee Environmental Sciences, LLC, to extend the term to December 31, 2019 and increase by \$48,071 the total contract cost amount not to exceed \$209,085.

Executive Summary:

This agenda item authorizes the Commission's Executive Director to execute the first amendment to the Agreement for Professional Services with Harris & Lee Environmental Sciences, LLC to continue environmental remediation, monitoring, testing, and related work for the Roseland Village property, as required by the North Coast Regional Water Quality Control Board.

Discussion:

In 2010, the Commission retained Harris & Lee Environmental Sciences, LLC, a local environmental consulting firm, to perform environmental work at the Roseland Village property, including preparation of the final remediation Work Plan, negotiating with and obtaining the required approvals from the North Coast Regional Water Quality Control Board ("Water Board"), groundwater testing and monitoring of contaminants on the property, and coordinating the excavation of contaminated soils. This scope of work was completed in December 2015.

In January 2016, the Board approved a new Agreement (Attachment 1) and this Board item is seeking approval for the first amendment to this agreement. Recently, the Water Board added additional tasks and requirements to complete the clean-up efforts and to close the regulatory case. The amendment to the Agreement would provide sufficient time and funding to comply with the Water Board new requirements. The amended scope of work (Attachment 2) details the work Harris & Lee would perform under the oversight of CDC staff: 1) groundwater monitoring and testing; 2) preparation of sensitive site

receptor survey; 3) soil vapor sampling; and 4) engage with the Water Board to complete regulatory case closure activities.

Staff requests approval for the Commission’s Executive Director to execute the Agreement for Professional Services with HLENV. The proposed first amendment would add \$48,071 to the existing contract amount of \$161,014 for a total amount of \$209,085 and extend the Agreement term to December 31, 2019.

Prior Board Actions:

01/26/16 – Authorized Agreement with Harris & Lee Environmental Sciences, LLC, to provide all required site regulatory case closure activities as mandated by the North Coast Water Quality Control Board in order to facilitate the final redevelopment of Roseland Village.

09/24/13 – Approved \$1,170,250 Environmental Remediation Contract between CDC and Harris & Lee Environmental Sciences, LLC.

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

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$48,071		
Additional Appropriation Requested			
Total Expenditures	\$48,071		

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other	\$48,071		
Use of Fund Balance			
Contingencies			
Total Sources	\$48,071		

Narrative Explanation of Fiscal Impacts:

Funding for the H&L Professional Services Agreement was appropriated at \$1,170,250 on September 24, 2013. The appropriation remains in effect and there are funds under the contract to pay for the additional environmental remediation and monitoring work requested.

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. H&L Executed Agreement 2. Draft 1st Amendment to Agreement 			
Related Items "On File" with the Clerk of the Board:			



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

AGREEMENT FOR CONSULTING/PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of 3/11/2016 ("Effective Date") is by and between the Sonoma County Community Development Commission, a public body corporate and politic (hereinafter "Commission"), and Harris & Lee Environmental Sciences, LLC a California corporation (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified environmental consultant, experienced in the performance of groundwater monitoring, testing, and reporting, and related services; and

WHEREAS, in the judgment of the Commission, it is necessary and desirable to employ the services of Consultant to provide groundwater monitoring, testing, and reporting services.

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

AGREEMENT

1. Scope of Services.

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

1.2 Cooperation With Commission. Consultant shall cooperate with the Commission staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. If Commission determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Commission, in

its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Commission to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time the Commission, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Commission.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by the Commission to be key personnel whose services were a material inducement to the Commission to enter into this Agreement, and without whose services the Commission would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of the Commission. Walter Beach is designated as "key personnel" under this Agreement

c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with Exhibit A. Consultant shall submit its bills in arrears on a monthly basis in a form approved by Commission. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed. In no event shall the total payable under this Agreement exceed \$161,013.60

3. Term of Agreement. The term of this Agreement shall be from effective date to December 31, 2018 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, the Commission shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Consultant.

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

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to the Commission all materials and work product subject to Section 9.9 and shall submit to the Commission an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by the Commission, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if the Commission terminates the Agreement for cause pursuant to Section 4.2, the Commission shall deduct from such amount the amount of damage, if any, sustained by Commission by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Commission Executive Director has the authority to terminate this Agreement on behalf of the Commission.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including the Commission, and to indemnify, hold harmless, and release the Commission, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against the Commission based upon a claim relating to Consultant's performance or obligations under this Agreement. Consultant's obligations under this Section 5 apply whether or not there is concurrent negligence on the Commission's part, but to the extent required by law, excluding liability due to the Commission's conduct. The Commission shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to

maintain, insurance as described in Exhibit B, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work.

7.1 Authority to Proceed; Force Majeure. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Executive Director in a form approved by County Counsel. The Commission must authorize all other extra or changed work. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the Commission.

9. Representations of Consultant.

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

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

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

9.4 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to the Commission for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

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

9.6 Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the Commission's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

9.8 Assignment Of Rights. Consultant assigns to Commission all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Commission in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and

specifications as Commission may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Commission. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Commission.

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

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 10 limits the Commission's right to terminate this Agreement pursuant to Article 4.

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

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

TO: COMMISSION: Sonoma County Community Development Commission
Attn: Executive Director
1440 Guerneville Road
Santa Rosa, CA 95403-4107

TO: CONSULTANT: Harris & Lee Environmental Sciences, LLP
Attn: Walter Beach
2508 Saddleback Ct
Santa Rosa, CA 95401

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

13.8 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.


Dated: 1/14/2016

CONSULTANT

By: 
Walter Beach

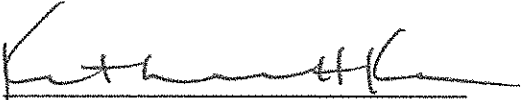
Dated: 3/11/2016

SONOMA COUNTY COMMUNITY
DEVELOPMENT COMMISSION

By: 
Kathleen H. Kane, Executive Director

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE BY THE COMMISSION

Dated: 3/11/2016

By: 
Kathleen H. Kane, Executive Director

APPROVED AS TO FORM:

Dated: 7/14/14

By: 
County Counsel

Exhibit A

SCOPE OF WORK & PAYMENT

BACKGROUND

The project site is a commercially developed property located in Santa Rosa, CA that is known to have residual contamination related to dry cleaning and gasoline station operations from multiple sources, including on-site. Commission is the current owner of the property, and has the intention of developing the site with mixed residential, commercial and open space usage.

Previous investigations have determined that residual contamination exists in the northwest corner of the property due to releases from a former on-site dry cleaner. An on-going regulatory case is associated with this contamination.

Name:	Roseland Cleaners
Address:	761 Sebastopol Road
Case Type:	SLIC
Case #:	1NSR403
Agency:	North Coast Regional Water Quality Control Board (NC-RWQCB)

Multiple groundwater monitoring wells have been installed both on-site and on adjacent properties in order to monitor the status of groundwater contamination.

The NC-RWQCB has mandated that regularly scheduled groundwater monitoring and soil remediation consisting of removal and off-site disposal of impacted soils be performed in order to protect the groundwater underlying the property.

In 2014-15, four structures were demolished on site for purposes of development and to allow unencumbered access for contaminated soil excavation and removal per requirements from the overseeing regulator. Contaminated soils were successfully excavated and removed from the site in 2015.

This scope of work is for ongoing environmental tasks as required by the regulatory agency (NC-RWQCB) in regards to the residual contamination on site due to releases from a former on-site dry cleaner.

The tasks outlined here provide Consultant's professional estimate of a reasonable course of action that will:

- satisfy regulatory requirements for closing the current regulatory case associated with the release from the former dry cleaner
- evaluate human health and safety risks posed by residual contamination on the site
- result in a Closure-No Further Action letter

The primary goals of the tasks include the following:

- demonstrate a decreasing or stable groundwater contamination plume through regular groundwater monitoring
- demonstrate manageable risks to sensitive receptors on/around the property through a sensitive receptor survey
- evaluate human health risks on the property associated with residual contamination through soil vapor sampling (this work will, to some extent, inform appropriate usage decisions and/or construction techniques employed on the site)
- removal of groundwater monitoring wells upon regulatory closure approval

If the scope of work changes or there are changed conditions, there may be resulting changes in costs. Additional work shall not be performed without prior Commission written approval.

Consultant will perform work as follows:

1. On-going groundwater monitoring

a) Seven (7) Groundwater Monitoring Well Sampling Events based upon the following schedule:

- Q1 2016
- Q2 2016
- Q3 2016
- Q1 2017
- Q3 2017
- Q1 2018
- Q3 2018

Each Groundwater Monitoring Well Sampling Event will consist of the following:

- 1) Project management
- 2) Meetings/Communications with NC-RWQCB, client and other parties as needed
- 3) Groundwater Sample collection (all existing site monitoring wells) – 2 days
- 4) Storage of waste water in 55-gallon DOT drums
- 5) Removal and proper disposal of waste water
- 6) Laboratory Analysis of samples at a California State Certified Laboratory utilizing EPA Test Method 8260
- 7) Analysis of laboratory findings
- 8) Geotracker compliance including uploading of data
- 9) Development of Groundwater well installation and monitoring Report for NC-RWQCB
- 10) Submittal of Report to NC-RWQCB

2. Prepare Sensitive Site Receptor Survey

- a) Project management, planning and coordination
- b) Meetings/Communications with NC-RWQCB, client and other parties as needed
- c) Develop Work Plan, submittal to NC-RWQCB and negotiation with NC-RWQCB
- d) Onsite survey for Sensitive Receptors
- e) Review and Analysis of Wells Logs for surrounding area
- f) Geotracker compliance including uploading of data
- g) Development of Sensitive Site Receptor Survey Report for NC-RWQCB
- h) Submittal of Report to NC-RWQCB

3. Soil Vapor Sampling

- a) Project management, planning and coordination
- b) Meetings/Communications with NC-RWQCB, client and other parties as needed
- c) Soil Vapor Sample collection
- d) Ambient Air Sample Collections
- e) Storage of waste soil in 55-gallon DOT drums
- f) Removal and proper disposal of waste soil
- g) Laboratory Analysis of samples at a California State Certified Laboratory utilizing EPA Test Method 8260
- h) Analysis of laboratory findings
- i) Geotracker compliance including uploading of data
- j) Development of Soil Vapor Sampling Report for NC-RWQCB
- k) Submittal of Report to NC-RWQCB

4. Site Regulatory Case Closure Activities

- a) Project management, planning and coordination
- b) Meetings/Communications with NC-RWQCB, client and other parties as needed
- c) Submit request for closure to NC-RWQCB
- d) Develop Work Plan, submittal to NC-RWQCB and negotiation with NC-RWQCB
- e) Submit Permit application and Payment of permit fees
- f) Payment of any NC-RWQCB fees
- g) Groundwater Monitoring Well decommissioning
- h) Storage of waste soil in 55-gallon DOT drums
- i) Removal and proper disposal of waste soil
- j) Laboratory Analysis of confirmation samples at a California State Certified Laboratory utilizing EPA Test Method 8260
- k) Analysis of laboratory findings
- l) Geotracker compliance including uploading of data
- m) Development of Well Closure Report for NC-RWQCB
- n) Submittal of Report to NC-RWQCB

SCOPE OF WORK SCHEDULE and COST ESTIMATE

Consultant will make every effort to expedite the completion of this work. While Consultant cannot guarantee response times from the various regulatory agencies, Consultant anticipates the following schedule for this work:

Task	Dates	Cost Estimate
1 – Groundwater Monitoring (7 events) Q1 2016 Q2 2016 Q3 2016 Q1 2017 Q3 2017 Q1 2018 Q3 2018	Q1-2016 Thru Q3-2018	Per event -- \$8,922 Total for 7 events -- \$62,454
2 – Prepare Sensitive Site Receptor Survey	Completed by 12/31/2016	Not to exceed \$6,750
3 – Soil Vapor Sampling	Completed by 12/31/2016	Not to exceed \$39,672
4 – Site Regulatory Case Closure Activities	Completed by 12/31/2018	Not to exceed \$37,500
<i>Total Base Amount</i>		<i>\$146,376</i>
10% contingency		Not to exceed \$14,637.60
		TOTAL: \$161,013.60

BILLING RATES

Function	Rate
Senior Industrial Hygienist	\$165 per hour
Senior Geologist	\$140 per hour
Staff Geologist	\$110 per hour
Project Management	\$90 per hour
Clerical/Administrative	\$55 per hour

Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by Commission. The bill[s] shall identify the services completed and the amount charged.

Exhibit B

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

Commission 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 Insurance & Employers Liability Insurance

- a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Commission.
- d. *Required Evidence of Insurance:*
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

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: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate; \$4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, Commission requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Commission. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Commission's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the Commission.
- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. Sonoma County Community Development Commission, Successor Agency for the Sonoma County Redevelopment Agency, and the County of Sonoma, their officers, agents, and employees shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Consultant in the performance of this Agreement. Additional insured status shall continue for (1) year after completion of the Work under this Agreement.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "F" definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Commission.
- i. 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.

- j. *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 coverage is primary and non-contributory; and
 - iii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$2,000,000 combined single limit per accident.
- b. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- c. Insurance shall cover all owned, hired and non-owned vehicles.
- d. The policy shall include an MCS 90 endorsement if required by the Motor Carrier Act of 1980.
- e. The policy shall include a Pollution Liability endorsement (ISO form CA 99 48 or equivalent).
- f. The Sonoma County Development Commission and the County of Sonoma, their officers, agents and employees shall be defined as insureds under the policy or shall be endorsed as additional insureds.
- g. *Required Evidence of Insurance:*
 - i. Copy of the endorsement or policy language indicating insured or additional insured status as required by 3. f.;
 - ii. Copy of the MCS-90 endorsement if required;
 - iii. Copy of pollution liability endorsement; and
 - iv. Certificate of Insurance.

4. Pollution Liability Insurance

- a. Minimum Limits: \$2,000,000 per pollution Incident; \$4,000,000 Aggregate. If Consultant maintains higher limits than the specified minimum limits, Commission requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- b. The insurance shall cover:
 - i. bodily injury, sickness, disease, sustained by any person, including death;
 - ii. property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof;
 - iii. cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;
 - iv. defense costs, including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims; and
 - v. liability assumed by Consultant under a written contract or agreement.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Commission. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Commission's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the Commission.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- e. Insurance shall be continued for one (1) year after completion of the Work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- f. Sonoma County Community Development Commission, Successor Agency for the Sonoma County Redevelopment Agency, and the County of Sonoma, their officers, agents, and employees shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Consultant in the performance of this Agreement. Additional insured status shall continue for (1) year after completion of the Work.
- g. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with

respect to any insurance or self-insurance program maintained by them.

- h. The policy shall cover inter-insured suits between the Consultant and the additional insureds and include a "separation of insureds" or "severability" clause which treats each insured separately.
- i. *Required Evidence of Insurance:*
 - i. 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 including an indication of the coverage basis: occurrence or claims-made. If claims-made, the Certificate shall show the policy retroactive date.

5. 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 Commission.
- 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.

6. 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.

7. Documentation

- a. The Certificate of Insurance must include the following reference: Groundwater monitoring and related work at Roseland Village, 665 Sebastopol Road, Santa Rosa, CA.
- 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 Commission for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Community Development Commission, 1440 Guerneville Road, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. Policy Obligations

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

9. 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. Commission, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Commission may purchase the required insurance, and without further notice to Consultant, Commission may deduct from sums due to Consultant any premium costs advanced by Commission for such insurance. These remedies shall be in addition to any other remedies available to Commission.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frenkel & Company 350 Hudson Street, 4th Floor New York NY 10019	CONTACT NAME: Natasha Watson PHONE (A/C, No, Ext): 212-488-1869 FAX (A/C, No): 212-954-5399 E-MAIL ADDRESS: n.watson@frenkel.com														
INSURED Harris & Lee Environmental Sciences, LLC 120 Ross Valley Drive San Rafael CA 94901	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :Starr Indemnity & Liability Co.</td> <td style="text-align: center;">38318</td> </tr> <tr> <td>INSURER B :State Compensation Ins Fund</td> <td style="text-align: center;">35076</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Starr Indemnity & Liability Co.	38318	INSURER B :State Compensation Ins Fund	35076	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 1723769215** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contr.Pollu.Lia. -Occurrence Form GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	1000065209141	11/1/2014	11/1/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$300,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	1000065209141	11/1/2014	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1956877-2015	11/1/2015	11/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability -Claims Made Form	N	N	1000065209141	11/1/2014	11/1/2016	Each Claim: \$2,000,000 General Aggregate: \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Groundwater monitoring and related work at Roseland Village 665 Sebastopol Road Santa Rosa, CA
 Sonoma County Community Development Commission, Successor Agency for the Sonoma County Redevelopment Agency, and the County of Sonoma, their officers, agents and employees are added as Additional Insured to the General Liability on a Primary & Non-Contributory basis as required by written contract, but only as respects all covered operations of the Named Insured performed on behalf of the Additional Insured. A Waiver of Subrogation applies to the General Liability in favor of the Additional Insured.

CERTIFICATE HOLDER Sonoma County Community Development Commission 1440 Guerneville Road Santa Rosa CA 95403	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where Required By Written Contract Or Agreement	Where Required By Written Contract Or Agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where Required By Written Contract Or Agreement	Where Required By Written Contract Or Agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
The County of Sonoma, its Officers, Agents and Employees.	County of Sonoma, 565 Administration Drive, Suite 116C, Santa Rosa, CA 95403.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The County of Sonoma, its Officers, Agents and Employees.	County of Sonoma, 565 Administration Drive, suite 116C, Santa Rosa, CA 95403
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Primary and Non-contributory, Additional Insured and Waiver of Subrogation

Policy Number: 1000065209141

Effective Date: November 1, 2014 at 12:01 A.M.

Named Insured: Harris & Lee Environmental Sciences, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Owners and Contractors Protective Liability Coverage form
Products/Completed Operations Liability Coverage Form
Contractors Pollution Liability Coverage Form
Professional Liability Coverage Form
Site Pollution Liability Coverage Form

SCHEDULE

Where Required By Written Contract Or Agreement

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.
- B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.
 3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY



Charles H. D'Angelo, President



Nehemiah E. Ginsburg, General Counsel

ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION



1956877-15
RENEWAL
SC
5-32-27-52
PAGE 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE FEBRUARY 20, 2016 AT 12.01 A.M.
AND EXPIRING NOVEMBER 1, 2016 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

HARRIS & LEE ENVIRONMENTAL SCIENCE

120 ROSS VALLEY DR
SAN RAFAEL, CA 94901

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

SONOMA COUNTY COMMUNITY DEVELOPMENT

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

HARRIS & LEE ENVIRONMENTAL SCIENCE

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

FEBRUARY 23, 2016

2570

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Transportation Pollution Liability

Policy Number: 1000065209141

Effective Date: November 1, 2014 at 12:01 A.M.

Named Insured: Harris & Lee Environmental Sciences, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Contractor Pollution Liability

Paragraph m. Vehicles of 2. Exclusions, SECTION I – COVERAGES is deleted in its entirety and replaced with the following:

Vehicles

- m. "bodily injury" or "property damage" arising from the ownership, maintenance, use or entrustment to others of any aircraft, "auto", rolling stock or watercraft owned or operated by or rented or loaned to you. However, this exclusion does not apply to "bodily injury" or "property damage" arising from:
1. the ownership, maintenance, use or entrustment to others of any aircraft, "auto", rolling stock or watercraft owned or operated by or rented or loaned to you where you are performing "your work", including loading and unloading operations; and
 2. For purposes of this endorsement, coverage does not apply once the waste or product which is transported is at rest or at its final destination for a period longer than seventy-two (72) hours.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Charles H. Danigelo, President

Nehemiah E. Ginsburg, General Counsel



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

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment (“First Amendment”), dated as of this ____ day of April, 2017 (“Effective Date”), is to that certain Agreement for Professional Services by and between the Sonoma County Community Development Commission (hereinafter “Commission”), and Harris & Lee Environmental Sciences, LLC, (hereinafter “Consultant”), dated as of March 11th, 2016 (the “Original Agreement,” and as supplemented and amended by this First Amendment, the “Agreement”). Commission and Consultant are sometimes referred to hereinafter individually as a “party” and collectively as the “parties.”

RECITALS

WHEREAS, Commission and Consultant previously entered into the Original Agreement to provide groundwater monitoring, testing, and reporting services and

WHEREAS, Commission and Consultant desire to amend the Agreement in order to (i) revise the scope to provide for additional services, and (ii) to increase the not-to-exceed amount by \$48,071.10and

WHEREAS, in the judgment of the Commission, it is necessary and desirable to amend the Agreement as set forth above.

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

AGREEMENT

As of the Effective Date, the Agreement shall be deemed to be amended in the following manner:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated into and form a part of this Amendment.

2. Paragraph 3 Amended. Paragraph 3 of the Agreement entitled “Term of Agreement” is hereby deleted in its entirety and replaced with the following language:

“3. Term of Agreement. The term of this Agreement shall be from effective date

to December 31, 2019 unless terminated earlier in accordance with the provisions of Article 4 below.”

2. Exhibit “A” Restated. Exhibit A to the Agreement is hereby deleted and replaced with Restated Exhibit A attached hereto.

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

COMMISSION AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS FIRST AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS FIRST AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

—THIS SPACE INTENTIONALLY LEFT BLANK—

SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be executed as of the Effective Date.

CONSULTANT

Dated: _____ By: _____
Walter Beach, Partner

**SONOMA COUNTY COMMUNITY DEVELOPMENT
COMMISSION**

Dated: _____ By: _____
Margaret Van Vliet, Executive Director

**CERTIFICATES OF INSURANCE ON FILE WITH AND
APPROVED AS TO SUBSTANCE BY THE COMMISSION**

Dated: _____ By: _____
Margaret Van Vliet, Executive Director

APPROVED AS TO FORM

Dated: _____ By: _____
Alegría De La Cruz, Deputy County Counsel

Restated Exhibit A

SCOPE OF WORK & PAYMENT

BACKGROUND

The project site is a commercially developed property located in Santa Rosa, CA that is known to have residual contamination related to dry cleaning and gasoline station operations from multiple sources, including on-site. It is our understanding that the Client is the current owner of the property with the intention of developing the site with mixed residential, commercial and open space usage.

Previous investigations have determined that residual contamination exists in the northwest corner of the property due to releases from a former on-site dry cleaner. An on-going regulatory case is associated with this contamination.

Name:	Roseland Cleaners
Address:	761 Sebastopol Road
Case Type:	SLIC
Case #:	1NSR403
Agency:	North Coast Regional Water Quality Control Board (NC-RWQCB)

Multiple groundwater monitoring wells have been installed both on-site and on adjacent properties in order to monitor the status of groundwater contamination.

In 2014-15, four structures were demolished on site for purposes of development and to allow unencumbered access for contaminated soil excavation and removal per requirements from the overseeing regulator. Contaminated soils were successfully excavated and removed from the site in 2015.

In 2016, soil vapor sampling found elevated levels of soil vapor contamination at the site. The NC-RWQCB has mandated the following activities for the property:

1. regularly scheduled groundwater monitoring
2. additional sampling to fully define the site contamination plume, and
3. development of a remediation plan to address groundwater and soil vapor contamination

This proposal is for ongoing environmental tasks as required by the regulatory agency (NC-RWQCB) in regards to the residual contamination on site due to releases from a former on-site dry cleaner.

If the scope of work changes or there are changed conditions, there may be resulting changes in costs. Additional work would not be performed without prior Client approval.

Consultant will perform work as follows:

1. On-going groundwater monitoring

- Six (6) Groundwater Monitoring Well Sampling Events based upon the following schedule:
 - Q1 2016 - COMPLETED
 - Q2 2016 - COMPLETED
 - Q3 2016 - COMPLETED
 - Q4 2016
 - Q1 2017
 - Q2 2017
- Each Groundwater Monitoring Well Sampling Event will consist of the following:
 - a. Project management
 - b. Meetings/Communications with NC-RWQCB, client and other parties as needed
 - c. Groundwater Sample collection (all existing site monitoring wells) – 2 days
 - d. Storage of waste water in 55-gallon DOT drums
 - e. Removal and proper disposal of waste water
 - f. Laboratory Analysis of samples at a California State Certified Laboratory utilizing EPA Test Method 8260
 - g. Analysis of laboratory findings
 - h. Geotracker compliance including uploading of data
 - i. Development of Groundwater well installation and monitoring Report for NC-RWQCB
 - j. Submittal of Report to NC-RWQCB

2. Prepare Sensitive Site Receptor Survey – COMPLETED

- a. Project management, planning and coordination
- b. Meetings/Communications with NC-RWQCB, client and other parties as needed
- c. Develop Work Plan, submittal to NC-RWQCB and negotiation with NC-RWQCB
- d. Onsite survey for Sensitive Receptors
- e. Review and Analysis of Wells Logs for surrounding area
- f. Geotracker compliance including uploading of data
- g. Development of Sensitive Site Receptor Survey Report for NC-RWQCB
- h. Submittal of Report to NC-RWQCB

3. Soil Vapor Sampling – COMPLETED

- a. Project management, planning and coordination
- b. Meetings/Communications with NC-RWQCB, client and other parties as needed
- c. Soil Vapor Sample collection

- d. Ambient Air Sample Collections
- e. Storage of waste soil in 55-gallon DOT drums
- f. Removal and proper disposal of waste soil
- g. Laboratory Analysis of samples at a California State Certified Laboratory utilizing EPA Test Method 8260
- h. Analysis of laboratory findings
- i. Geotracker compliance including uploading of data
- j. Development of Soil Vapor Sampling Report for NC-RWQCB
- k. Submittal of Report to NC-RWQCB

4. Site Regulatory Case Closure Activities

- a. Project management, planning and coordination
- b. Meetings/Communications with NC-RWQCB, client and other parties as needed
- c. Negotiations with Regulatory agency regarding site-wide environmental issues
- d. Participation in development and planning activities for the site including, but not limited to, report and memo development, meeting participation and status reporting
- e. *Develop Work Plan, submittal to NC-RWQCB and negotiation with NC-RWQCB*
- f. *Submit Permit application and Payment of permit fees*
- g. *Payment of any NC-RWQCB fees*
- h. *Obtain access agreements for off-site locations*
- i. *Soil Vapor Sample collection*
- j. *Boring and groundwater sampling*
- k. *Storage of waste soil/water in 55-gallon DOT drums*
- l. *Removal and proper disposal of waste soil/water*
- m. *Laboratory Analysis of samples at a California State Certified Laboratory utilizing EPA Test Method 8260*
- n. *Analysis of laboratory findings*
- o. *Geotracker compliance including uploading of data*
- p. *Development of Report of Findings for NC-RWQCB*
- q. *Submittal of Report to NC-RWQCB*
- r. *Develop Feasibility Study/Remedial Action Plan to address contamination on site*
- s. *Develop Project Execution Plan to document and track planned path forward to case closure for regulatory case*
- t. *Submittal of Documents to NC-RWQCB*

SCOPE OF WORK SCHEDULE and COST ESTIMATE

Consultant will make every effort to expedite the completion of this work. While we cannot guarantee response times from the various regulatory agencies, we anticipate the following schedule for this work:

Task	Dates	Current PSA Budget			Amended PSA Budget	
		Current Budget	Invoiced to Date	Remaining Budget	Amended Budget Request	\$ Increase
1. Groundwater Monitoring (6 events) Q1 2016 - Complete Q2 2016 - Complete Q3 2016 - Complete Q4 2016 Q1 2017 Q2 2017	Q1-2016 Thru Q2-2017	Per event -- \$8,922 Total for 7 events -- \$62,454	3 events – \$26,766	4 events – \$35,688	6 events – \$53,532	Less 1 event – (-\$8,922)
2. Prepare Sensitive Site Receptor Survey	Complete	NTE \$6,750	\$6,750	\$0	\$6,750	\$0
3. Soil Vapor Sampling	Complete	NTE \$39,672	\$42,795	(-\$3,123)	\$42,795	\$3,123
4. Site Regulatory Case Closure Activities	Completed by 12/31/2018	NTE \$37,500	\$7,256	\$30,244	\$87,000	\$49,500
<i>Total Base Amounts</i>		\$146,376	-----	-----	\$190,077	
<i>10% Contingency</i>		\$14,637.60	-----	-----	\$19,007.70	
TOTALS		NTE \$161,013.60	\$83,567	\$77,446.60	\$209,084.70	\$48,071.10

BILLING RATES

Function	Rate
Senior Industrial Hygienist	\$165 per hour
Senior Geologist	\$140 per hour
Staff Geologist	\$110 per hour
Project Management	\$90 per hour
Clerical/Administrative	\$55 per hour

Upon completion of work, Consultant shall submit its bill(s) for payment in a form approved by Commission. The bills(s) shall identify the services completed and the amount charged.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Bill Christoffersen 547-1967

Supervisorial District(s):

Third

Title: Easement Agreement with City of Santa Rosa – Spring Creek

Recommended Actions:

Adopt a resolution:

1. Determining that the granting of an easement to the City of Santa Rosa for the construction, operation, and maintenance of a force main along Spring Creek in Santa Rosa, California is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the Sonoma County Water Agency's (Water Agency) flood control operations and maintenance activities on the property. The force main will allow for routine flushing of wells that are part of Santa Rosa's water supply.
2. Authorizing the General Manager of the Water Agency to file a Notice of Exemption in accordance with the California Environmental Quality Act.
3. Authorizing the Chair to execute the Easement Agreement.

Executive Summary:

As part of their water supply, the City of Santa Rosa (City) maintains wells to supplement water purchased from the Water Agency and to provide a backup supply in the event that Russian River water cannot be delivered. In order to maintain these wells, routine flushing is required. The City has requested an easement for the construction, operation and maintenance of a force main and appurtenances to carry discharged flows from routine well flushing to the sanitary sewer pipeline south of Spring Creek located on Water Agency property. Water Agency staff have determined that the construction, operation and maintenance of a force main would not interfere with its flood control activities. Water Agency staff recommends the approval of the Easement Agreement in the form presented to the Board for your consideration. The City will pay \$6,970 as compensation for this easement.

Discussion:

The City proposes to construct a force main and appurtenances on property which the Water Agency uses for flood control purposes located at Spring Creek. The force main is necessary to discharge the water, from routine well flushing as part of regulatory requirements to operate the City's groundwater wells used to supply drinking water. In addition, a manhole would be constructed on the south side of

the creek. The City has requested that the Water Agency execute an easement for their Farmers Lane Well Water Flushing Main Project (Project).

Pursuant to Government Code section 25526.6, the Water Agency Board of Directors (Board) may grant an easement for use of any Water Agency real property to a fellow public agency, such as the City, in a manner and upon the terms and conditions as the Board determines or prescribes, upon a finding by the Board 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 Water Agency.

Water Agency staff have reviewed the plans for the Project and concluded that the Project, and the ensuing uses of Water Agency property will not adversely affect the Water Agency property and will not adversely affect the Water Agency in any respect. The Easement Agreement contains terms to ensure that maintenance and operation of the City's Project on Water Agency's property will not interfere with the Water Agency's flood control operation and maintenance activities at Spring Creek. The Easement Agreement requires the City to indemnify the Water Agency from any claims and to pay for damages caused by the City's ensuing uses of the Water Agency property.

The conveyance of property rights to the City is in the public interest because the Project supports a vital infrastructure for public health. The City has supplied an appraisal for just compensation of the property rights proposed to be acquired. The established appraised value is \$718. Water Agency staff reviewed the appraisal and agreed with the opinion of value for consideration of the easement. Additionally, the City agrees to pay the Water Agency \$6,252 to prepare and process the easement agreement.

The City has determined that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Section 15282(k) Other Statutory Exemptions, because the Project consists of installation of new publically-owned pipelines of less than one mile in length. The City filed a Notice of Exemption on September 4, 2014.

The General Manager of the Water Agency has also determined that the grant of easement to the City for the Project is exempt from CEQA pursuant to CEQA Guidelines 15304, Minor Alterations to Land, because the grant of easement to the City for the Project would not result in the removal of healthy, mature scenic trees and all surfaces would be restored. Water Agency staff has prepared a Notice of Exemption in accordance with CEQA, the State CEQA Guidelines, and the Water Agency's Procedures for the Implementation of CEQA.

Prior Board Actions:

None

Strategic Plan Alignment Goal 3: Invest in the Future

This easement will offer a more efficient utility for residents and foster the collaboration between the Water Agency and the City of Santa Rosa.

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

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	0	0	0
Additional Appropriation Requested			
Total Expenditures	0	0	0

Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	6,970		
Use of Fund Balance			
Contingencies			
Total Sources	6,970		

Narrative Explanation of Fiscal Impacts:
 The Water Agency will receive \$6,970 from the City in exchange for the easement.

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
 Easement Agreement with Map of Affected Area

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

Date: April 25, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Water Agency Determining That The Grant Of An Easement To The City Of Santa Rosa For A Well Flushing Main Along Spring Creek In Santa Rosa, California Is In The Public Interest And That The Interest In Land Conveyed Will Not Substantially Conflict Or Interfere With The Use Of The Property By The Water Agency; Authorizing The General Manager Of The Water Agency To File A Notice Of Exemption In Accordance With The California Environmental Quality Act; And Authorizing The Chair Of The Board To Execute An Easement Agreement with the City of Santa Rosa For \$718 Consideration And \$6,252 To Prepare The Easement Agreement.

Whereas, the Sonoma County Water Agency (Water Agency) is the owner of certain real property within the City of Santa Rosa, California commonly known as Spring Creek Channel, and being more particularly described as follows:

All that certain real property conveyed to the Sonoma County Flood Control and Water Conservation District by that certain Grant Deed recorded on February 19, 1988 Document Number 88-0102501 Official Records of Sonoma County; that certain deed recorded on November 25, 1987 Document Number 87-108100 Official Records of Sonoma County, California (hereinafter referred to as the Agency Property).

Whereas, the City of Santa Rosa (City) has requested a permanent easement over portions of the Water Agency's Property for the construction, operation and maintenance of a force main and appurtenances required for the City's Farmers Lane Well Water Flushing Main Project (Project); and

Whereas, the City, as Lead Agency for the Project, has determined that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Section 15282(k) Other Statutory Exemptions, because the Project consists of installation of new publically-owned pipelines of less than one mile in length; and

Whereas, the City filed a Notice of Exemption for the Project on September 4, 2014; and

Whereas, pursuant to Government Code section 25526.6, the Water Agency Board may

Resolution #

Date:

Page 2

grant an easement for use of any Water Agency real property to a fellow public agency, such as the City, in a manner and upon the terms and conditions as the Board determines or prescribes, upon a finding by the Board 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 Water Agency; and

Whereas, the proposed easement conveyance to the City is in the public interest because the Project would support vital infrastructure for public health; and

Whereas, the Water Agency, as a responsible agency, has reviewed the proposed grant of easement to the City for the Project, and the General Manager has determined that it is exempt from CEQA pursuant to CEQA Guidelines 15304, Minor Alterations to Land, because the grant of easement to the City for the Project would not result in the removal of healthy, mature scenic trees and all surfaces would be restored and therefore, would not adversely affect the Water Agency's ability to carry out its flood control responsibilities and will not have a significant adverse effect on the environment; and

Whereas, Water Agency staff has prepared a Notice of Exemption in accordance with CEQA, the State CEQA Guidelines, and the Water Agency's Procedures for the Implementation of CEQA.

Now, Therefore, Be It Resolved, that the Board of Directors of the Sonoma County Water Agency hereby finds, determines and declares as follows:

1. The above recitals are true and correct.
2. Based on review of the Notice of Exemption prepared by Water Agency staff, this Board hereby determines that the granting of an easement to the City is: (1) in the public interest; (2) will not have a significant adverse effect on the environment and is hereby exempt from the requirements of CEQA pursuant to CEQA Guidelines 15304, Minor Alterations to Land, because the grant of easement to the City for the Project would not result in the removal of healthy, mature scenic trees and all surfaces would be restored would not adversely affect the Water Agency's ability to carry out its flood control responsibilities.
3. The conveyance is to a public agency, the City of Santa Rosa, is in the public interest, and the interest in land conveyed will not substantially conflict or interfere with the use of the property by the Water Agency.
4. The Chair is authorized and directed to execute the Easement Agreement with City in the form presented to this Board.
5. The Water Agency's General Manager is hereby authorized and directed to file a Notice of Exemption with the Sonoma County Clerk in accordance with provisions of CEQA.

Directors:

Resolution #

Date:

Page 3

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

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

City of Santa Rosa
Department of Public Works
Engineering Development Services
100 Santa Rosa Ave. Room 5
Santa Rosa, CA 95404

Portion of APN: 031-070-066

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made by and between the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California (herein after referred to as the "Agency") and the **City of Santa Rosa**, a Municipal Corporation (herein after referred to as the "City").

RECITALS

WHEREAS, Agency is the owner of certain real property located within the City of Santa Rosa, County of Sonoma, State of California commonly known as the Spring Creek Channel, and being more particularly described as follows:

All that certain real property conveyed to the Sonoma County Water Agency by that certain Grant Deed recorded on February 19, 1988 Document Number 88-0102501 Official Records of Sonoma County; that certain deed recorded on November 25, 1987 Document Number 87-108100 Official Records of Sonoma County, California (herein after referred to as the "Agency Property").

WHEREAS, City wishes to obtain a permanent easement interest in portions of the Agency Property for the purpose of installation and maintenance of improvements required for the Farmers Lane Well Flushing Main Project (the "Project"), which property is particularly describe as follows:

That portion of the hereinabove described real property more particularly described in Exhibit "A" and shown for reference in Exhibit "A-1 attached hereto, and by this reference hereby made a part of this Agreement (hereinafter referred to as the "Easement Area").

NOW, THEREFORE, for good and valuable consideration, and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, Agency and City covenant and agree as follows:

A G R E E M E N T

1. Grant of Non-Exclusive Easement. Agency hereby grants to City a non-exclusive easement over Easement Area of the nature, character and extent, and subject to the conditions, set forth in this Agreement.

2. Description of Easement over Agency Property. The easement granted over the Easement Area is a perpetual easement and right-of-way for the purpose of laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using the Project, in accordance with improvement plans entitled: Farmers Lane Flushing Main Project dated, October 2014. Said easement shall exist in, under, along, and across the Easement Area and shall include the right, at all times to enter in, over and upon said Easement Area for all purposes described above in this paragraph, provided, however, that said use does not damage or unreasonably restrict Agency's full use of the Agency Property or the improvements existing thereon at any given time. Agency reserves the right to install, construct, operate, and maintain both its existing improvements and any future improvements on the Agency Property, so long as such future improvements do not unreasonably interfere with City's use of the easement hereunder. This easement is granted on the condition that City's use of the easement does not damage or unreasonably restrict Agency's full use of existing Agency improvements. The grant of easement herein is subject and subordinate to the rights of Agency and its successors and assigns, to use the Agency Property in the performance of its governmental and proprietary functions.

3. Term. The easement herein granted shall continue indefinitely so long as City is in compliance with the terms and conditions of this Agreement.

4. Maintenance of Easement. City shall maintain all City improvements within the Easement Area at City's sole cost and expense. Any reconstruction or maintenance activities performed by City and related to the easement shall not unreasonably interfere with the Agency's continued use of the Agency's Property or the Easement Area or for any purpose. City shall not materially alter or reconstruct the Project without first obtaining Agency's written approval of plans for such alteration or reconstruction, which shall not be unreasonably withheld, conditioned or delayed, provided such plans are consistent with the purpose of this easement and the Project. City shall promptly repair and restore to its original condition any of Agency's Property, including, but not limited to, engineered channel and access road, that may be altered, damaged or destroyed in connection with City's use of the Easement Area.

5. Waste or Nuisance; Agency's Rights in Property. City shall not commit or suffer: (a) any waste or nuisance within the Easement Area; (b) any action or use of the Easement Area which interferes or conflicts with the use of the Easement Area or Agency Property by Agency or any authorized person; or (c) any action on the Easement Area in violation of any law or ordinance. City shall not undertake or permit any activity or use on the Easement Area that is inconsistent with the purpose of this Agreement, including, without limitation, the following activities: (a) constructing, reconstructing, replacing, repairing, or maintaining any building, structure, utilities, or other improvement other than as generally consistent with the plans for the Farmers Lane Well Flushing Main Project, dated October 2014, (b) altering the surface or contour of the land in any manner not consistent with the Farmers Lane Well Flushing Main Project, dated, October 2014 including, but not

limited to, excavating or removing soil, sand, gravel, rock, sod, trees, shrubs, plants or vegetation, except as necessary to maintain and repair the Project in accordance with Paragraph 4; (c) degrading or eroding the soil or polluting any surface or sub-surface waters; (d) dumping, accumulating, or storing trash, ashes, garbage, waste, junk, non-operative vehicles, or other materials; (e) damaging the integrity of the surface beyond normal wear and tear; (f) exploring for or developing and extracting minerals and hydrocarbons by any mining method, surface or otherwise; (g) parking any vehicle other than for maintenance and repair by the City; and (h) placing or leaving any personal property of City or City's tenants, other than is necessary for appropriate uses of the easement, such as signage.

6. Non-Liability of Agency; Indemnity. Agency and its officers, agents, and employees shall not be liable to City or any third party for any injury, loss, or damage arising out of or in connection with the use of the easement granted herein. City agrees to defend, indemnify, hold harmless, and release Agency, and its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including City, relating to the laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using the Project, or to the use of the easement granted herein, whether or not there is concurrent negligence on the part of Agency, but excluding t liability due to the sole active negligence or sole willful misconduct of Agency, its officers, agents or employees. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the City or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. City agrees to compensate Agency for any damage to Agency property as a result of the construction, operation, or maintenance of said Project. If future laws or regulations require a greater separation between the Project and any Agency improvements, City shall relocate the Project accordingly and be responsible for any costs associated with the relocation. The obligations of this Paragraph survive termination of the Agreement.

7. Enforcement. If through inspection or otherwise Agency determines that City is in violation of the provisions of this Agreement or that a violation is threatened, Agency shall give written notice to City of such violation and demand corrective action sufficient to cure the violation. If City fails to cure the violation within thirty (30) days after receipt of notice thereof from Agency, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Agency may bring an action to enforce the provisions of this Agreement, enjoin the violation, recover damages and enforcement costs for the violation, and require restoration of the easement to the condition that existed prior to the violation. If Agency reasonably determines that circumstances require immediate action to prevent or mitigate an imminent threat to public health or safety, Agency may pursue its remedies under this paragraph without waiting for the period for cure to expire, though Agency shall notify City as soon as possible, either prior to any action or immediately thereafter.

8. Compensation for Easement. As consideration for the easement granted herein, the City shall pay the Water Agency the sum of six thousand nine hundred seventy dollars (\$6,970).

9. Enforcement Discretion. Enforcement of the provisions of this Agreement shall be at the discretion of the Parties, and any forbearance by a Party to exercise its rights under this Agreement,

in the event of any breach of any provision of this Agreement by the other Party, shall not be deemed or construed to be a waiver by the Party of such provision or of any subsequent breach of the same or any other provision of this Agreement, or of any of the Party's rights under this Agreement. No delay or omission by a Party in the exercise of any right or remedy upon any breach by the other Party shall impair such right or remedy, or be construed as a waiver.

10. Access and Control. Nothing contained in this Agreement shall be construed as precluding Agency's right to grant access to third parties across the Easement Area, so long as any rights so granted are not inconsistent with the purpose of this easement.

11. Successors. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors, heirs, assigns and transferees.

12. Amendment. If circumstances arise under which an amendment or modification of this Agreement would be appropriate, City and Agency shall be free to jointly amend this Agreement. Any such amendment shall be recorded in the Office of the Sonoma County Recorder.

13. Notices. Any notice, demand, request, approval, or other communication that either party desires or is required to be given under this Agreement shall be in writing and may be given by personal delivery or by mail. Notices, demands, requests, approvals, or other communications sent by mail should be addressed as follows:

Agency: Sonoma County Water Agency
 Attention: General Manager
 404 Aviation Boulevard
 Santa Rosa, CA 95403

City: City of Santa Rosa
 Department of Public Works
 Municipal Service Center Building
 69 Stony Circle
 Santa Rosa, CA 95401

and when so addressed, shall be deemed given upon deposit in the United States Mail, registered or certified, return receipt requested, postage prepaid. In all other instances, notices, demands, requests, approvals, or other communications shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the persons to whom notices, demands, requests, approvals, or other communications are to be given by giving notice pursuant to this section.

14. Applicable Law and Forum. Interpretation and performance of this Agreement shall be governed by California law and any action to enforce the provisions of this Agreement, or the breach thereof, shall be brought and tried in the County of Sonoma.

15. 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.

16. 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 instrument.

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

18. Survival of Agreement. This Agreement, including all representations, warranties, covenants, agreements, releases and other obligations contained herein, shall survive the closing of this transaction and recordation of any deed or other document related hereto.

19. Title to Agency Property. It is understood that the City intends to perform its own title review and obtain title insurance for the easement rights to be acquired from the Agency. The Agency is authorized to grant and convey this easement, subject to any and all senior rights that may exist in and to the Agency Property.

IN WITNESS WHEREOF, Agency and City have executed this Agreement as set forth below.

SONOMA COUNTY WATER AGENCY:

Executed by the Sonoma County Water Agency this _____ day of _____, 2017, pursuant to authority granted by Agenda Item No. _____ dated _____, 2017:

Attest:

By: _____
Shirlee Zane
Chair, Board of Directors

By: _____
Clerk, Board of Directors

Reviewed as to Substance:

By: _____
General Manager

Date: _____

Approved as to Form:

By: _____
Deputy County Counsel

Date: _____

CITY OF SANTA ROSA, a municipal corporation:

By: _____
City Public Works Director

Date: _____

Resolution Number:

Approved as to Form:

By: _____
City Attorney

Date: _____

EXHIBIT "A"
EASEMENT LEGAL DESCRIPTION

Lying within the City of Santa Rosa, County of Sonoma, State of California being a portion of the lands of Sonoma County Water Agency (SCWA) as described in Document Number 1988-012501 and Document Number 1987-108100, Sonoma County Records, said portion is more particularly described as follows:

COMMENCING at a point on the westerly right of way of Farmers Lane, said point being the southeasterly corner of said lands of SCWA as described by deed in Document Number 1987-108100; thence along the southerly boundary of said lands of SCWA, South 72°31'30" West 91.86 feet to the POINT OF BEGINNING; thence continuing along said southerly boundary, South 72°31'30" West 12.20 feet; thence leaving said southerly boundary, North 07°01'36" West 73.01 feet to a point on the northerly boundary of the lands of SCWA as described by deed in Document Number 1988-012501, Sonoma County Records, from which the northwesterly corner of said lands of SCWA bears the following courses:

South 57°11'39" West 9.22 feet; thence

South 70°02'25" West 4.82 feet;

thence along the northerly boundary of said lands of SCWA, North 57°11'39" East 13.33 feet; thence leaving said northerly boundary, South 07°01'36" East 76.59 feet to the POINT OF BEGINNING.

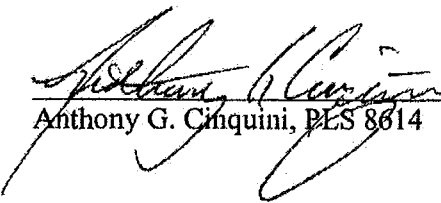
Containing 898 Square Feet more or less

Being a portion of APN 014-181-038

Basis of Bearings: City of Santa Rosa Coordinate System (CSRCS), Being North 06°48'08" West from CSRCS Control Monument G-280 to CSRCS Control Monument G-56.

R-Sheet No.: 5328

Prepared by Cinquini & Passarino, Inc.


Anthony G. Cinquini, PLS 8614



March 14, 2016
Date

1360 North Dutton Avenue, Suite 150, Santa Rosa, CA 95401

Tel: (707) 542-6268 Fax: (707) 542-2106

www.cinquinipassarino.com

CPI No.: 6924-14

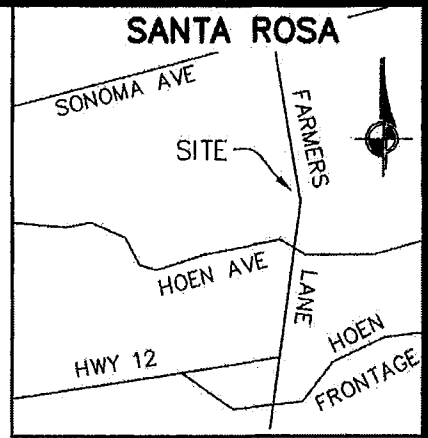
Page 1 of 1

EXHIBIT "A-1"

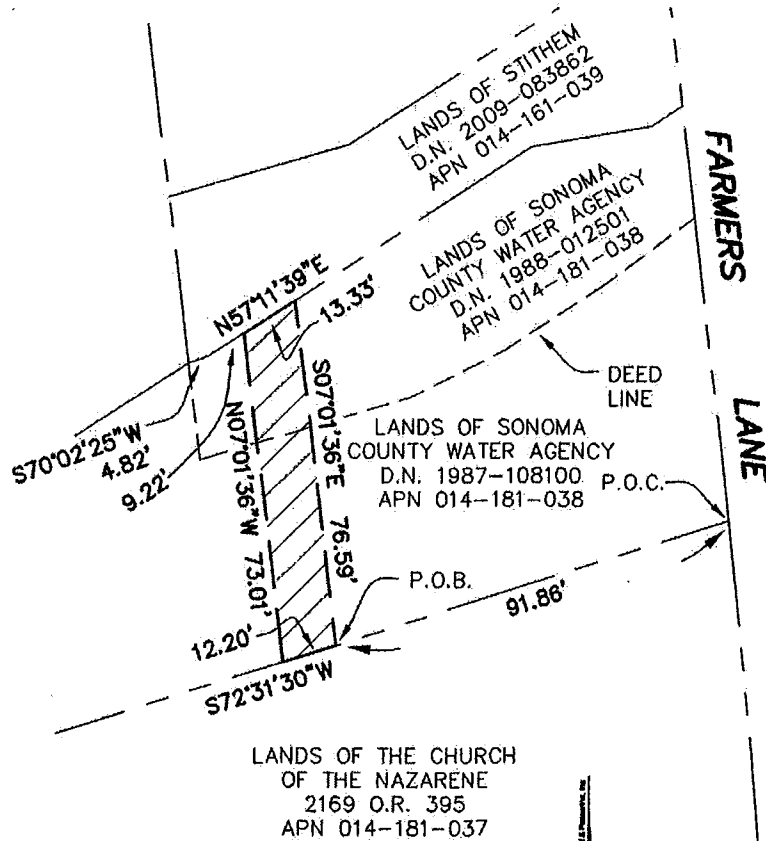
THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT EFFECT THE LEGAL DESCRIPTION.

ABBREVIATIONS

- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- O.R. = OFFICIAL RECORDS
- P.U.E. = PUBLIC UTILITY EASEMENT
- D.N. = DOCUMENT NUMBER



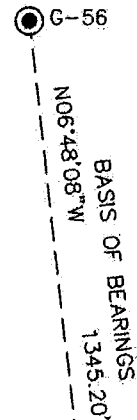
**LOCATION MAP
(NO SCALE)**



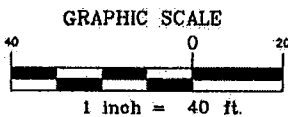
BASIS OF BEARINGS

CITY OF SANTA ROSA COORDINATE SYSTEM,
N6°48'08"W BETWEEN FOUND CITY OF SANTA
ROSA CONTROL MONUMENTS:

- G-280 N: 1923110.832
 E: 6364865.564
- G-56 N: 1924446.562
 E: 6364706.237



**BASIS OF BEARINGS
1" = 500'**



OWNER AND MAILING ADDRESS	PROPERTY AREAS	CITY OF SANTA ROSA	
SONOMA COUNTY WATER AGENCY 404 AVIATION BLVD. SANTA ROSA, CA 95403	EASEMENT: <u>898 SQ FT.</u> SPRING CREEK CROSSING FARMERS LANE WELL FLUSHING MAIN	EASEMENT SONOMA COUNTY WATER AGENCY TO CITY OF SANTA ROSA	
A.P. No. <u>014-181-038</u>	CITY ACQUISITION DEED	Scale: 1" = 40' Date: 12/31/2015	
O.R. No. <u>88-012501 & 87-108100</u>		DWN. MDD CHK. AGC	APPROVED
	O.R. _____		



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Bill Christoffersen 521-1967

Supervisorial District(s):

Fourth

Title: Consent Agreement with City of Santa Rosa

Recommended Actions:

Adopt a resolution:

1. Authorizing the Chair to execute a Consent Agreement allowing the City of Santa Rosa to operate and maintain a turnout valve that provides potable water to Santa Rosa on a portion of Sonoma County Water Agency's Santa Rosa Aqueduct easement.
2. Authorizing the Water Agency's General Manager to file a Notice of Exemption in accordance with the California Environmental Quality Act.
3. Authorizing the Chair to execute the Consent Agreement.

Executive Summary:

This item requests approval and execution of a Consent Agreement by the Sonoma County Water Agency (Water Agency) to allow the City of Santa Rosa (City) to operate and maintain a turnout valve and associated appurtenances. The turnout valve, which the City operates, provides drinking water from the Water Agency's Santa Rosa Aqueduct to the residents of Santa Rosa. The Water Agency owns an easement on Sonoma County Assessor's Parcel Number 015-520-031, within which the Water Agency operates and maintains the Santa Rosa Aqueduct. A map showing the location of the Water Agency's easements affected by the proposed Consent Agreement is attached with the agreement. The City will pay \$9,271 as compensation for this consent agreement.

Discussion:

The City has requested that the Water Agency execute a Consent Agreement for a turnout valve and associated appurtenances located within Water Agency easements. The turnout valve and improvements are part of an upgrade to the City's water supply system. The Water Agency currently uses the property for water supply purposes.

The Consent Agreement contains certain terms to ensure that maintenance and operation of the City's improvements along the Water Agency's Santa Rosa Aqueduct will not adversely affect operation and maintenance activities. The Consent Agreement includes indemnification for the Water Agency for any

claims arising from City's use of the Water Agency's easements and requires the City to pay for any damages or required work for repairs needed to the Water Agency's facilities due to the maintenance and operation of the City's improvements.

The City has supplied an appraisal for just compensation of the property rights proposed to be acquired. The established appraised value is \$1,620 plus \$7,651 to prepare the Consent Agreement. Water Agency staff have reviewed the appraisal and agree with the opinion of the value of the proposed Consent Agreement.

The Water Agency's General Manager has determined that the Consent Agreement to the City is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15304: Minor Alterations to Land, because consenting to the City's operation and maintenance of the turnout valve and improvements would result in minor alteration of land within a previous disturbed area and would not involve the removal of any healthy, mature scenic trees and would not adversely affect the Water Agency's ability to carry out its water supply operations. Water Agency staff have prepared a Notice of Exemption in accordance with CEQA, the State CEQA Guidelines, and the Water Agency's Procedures for the Implementation of CEQA.

Prior Board Actions:

None

Strategic Plan Alignment Goal 3: Invest in the Future

The relocation of the turnout valve will ensure the safe and practical delivery of drinking water to residents of Santa Rosa.

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

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	0	0	0
Additional Appropriation Requested			
Total Expenditures	0	0	0

Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	9,271		
Use of Fund Balance			
Contingencies			
Total Sources	9,271		

Narrative Explanation of Fiscal Impacts:
 The Agency will receive \$9,271 from the City in exchange for the Consent Agreement.

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
 Consent Agreement with map of affected Water Agency easements

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

Date: April 25, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Water Agency, Determining That Executing A Consent Agreement With The City Of Santa Rosa Allowing A Turnout Valve And Appurtenances To Be Placed Within A Restrictive Easement For The Santa Rosa Aqueduct Will Not Adversely Affect The Sonoma County Water Agency In Any Respect And Will Not Have A Significant Adverse Effect On The Environment; And Authorizing The Chair Of The Board To Execute A Consent Agreement With The City Of Santa Rosa For \$1,620 Consideration And \$7,651 To Prepare The Consent Agreement; And Authorize The General Manager To File A Notice Of Exemption In Accordance With The California Environmental Quality Act.

Whereas, Sonoma County Water Agency (Water Agency) is the owner of an easement within the City of Santa Rosa, County of Sonoma, State of California, commonly known as the Santa Rosa Aqueduct water transmission easement, and being more particularly described as follows:

All that certain real property conveyed to the Sonoma County Flood Control and Water Conservation District by that certain Deed recorded on December 3, 1957 in Book 1561 page 181 of Official Records of Sonoma County, California (hereinafter referred to as the "Water Agency Property").

Whereas, the City of Santa Rosa (City) desires to operate and maintain improvements within an easement granted to the Water Agency (Project); and

Whereas, the City requested a Consent Agreement to operate the improvements and will be required to maintain improvements within the Agency-owned easement as a condition for the Agency's granting of the Consent Agreement; and

Whereas, the Water Agency has determined that adequate consideration for the Consent Agreement is \$1,620 and \$7,651 to prepare the Consent Agreement; and

Whereas, the City has determined that the turnout valve and improvements are exempt from the California Environmental Quality Act (CEQA); and

Whereas, the General Manager has determined that the Consent Agreement is exempt from CEQA pursuant to CEQA Guidelines 15304 Minor Alterations to Land because the

Resolution #

Date:

Page 2

consenting for operation and maintenance of the turnout valve and improvements to the City would result in the minor alteration of land within previous disturbed area and would not involve the removal of any healthy, mature scenic trees and would not adversely affect the Water Agency's ability to carry out its water supply operations; and

Whereas, Water Agency staff has prepared a Notice of Exemption in accordance with CEQA, the State CEQA Guidelines, and the Water Agency's Procedures for the Implementation of CEQA.

Now, Therefore, Be It Resolved, that the Board of Directors of the Sonoma County Water Agency hereby finds, determines and declares as follows:

1. The above recitals are true and correct.
2. The Board hereby determines that the granting of the Consent Agreement to City of Santa Rosa will not have a significant adverse effect on the environment.
3. The Board hereby finds that the Consent Agreement to City of Santa Rosa will not adversely affect the Water Agency in any respect.
4. The Chair is authorized and directed to execute, in accordance with Section 9 of the Water Agency Act, the Consent Agreement with City of Santa Rosa, in the form presented to this Board.
5. The Water Agency's General Manager is hereby authorized and directed to file a Notice of Exemption with the Sonoma County Clerk in accordance with provisions of the California Environmental Quality Act.

Directors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

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

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

(SPACE ABOVE FOR RECORDER'S USE ONLY)

CONSENT AGREEMENT

THIS AGREEMENT is made between, the Sonoma County Water Agency, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, hereinafter called "Agency", and the City of Santa Rosa, hereinafter called "City of Santa Rosa", and affects certain lands of Benjamin R. Wilson, described in the deed recorded on September 1, 1964, in Book 101 of Maps, Pages 1 through 3 Official Records of the County of Sonoma, and identified by the Sonoma County Assessors Office as Assessors Parcel Number 015-520-031, situate in the County of Sonoma, State of California.

Agency is the owner of an easement for purposes of construction, maintenance, repair and operation of underground water transmission pipelines and appurtenant installations described in the deed from John Siemer to the Sonoma County Flood Control and Water Conservation District recorded in Book 1561 page 181 of Official Records of the County of Sonoma, hereinafter called "Easement".

City of Santa Rosa desires to construct a water turnout valve and vault as shown upon the Improvement Plans Titled "Apple Valley Turnout Relocation", hereinafter called the "Project" within and across said Agency Easement.

Agency hereby consents to the installation, maintenance, and use of said improvements, provided however, that this consent is subject to the following terms and conditions:

1. Liability of Agency; Indemnity. The Sonoma County Water Agency and its officers, agents, and employees shall not be liable to City of Santa Rosa or any third party for any injury, loss, or damage arising out of or in connection with the use of the Agency easement. City of Santa Rosa agrees to defend, indemnify, hold harmless, and release Agency, and its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including City of Santa Rosa with the exception of claims by Santa Rosa regarding breach of this Consent, relating to the City's use of Agency's easement. City of Santa Rosa agrees to compensate Agency for any damage to Agency property as a result of the construction, operation, or maintenance of said Project. If future laws or regulations, Agency improvements including future improvements, or Agency operational or maintenance necessities require a greater separation between the Project and any Agency improvements in the reasonable determination of the Agency, City of Santa Rosa shall relocate the Project accordingly and shall be responsible for any and all costs associated with the relocation.

2. Maintenance of Easement. City of Santa Rosa shall maintain all City of Santa Rosa related improvements within the Easement at City of Santa Rosa's sole cost and expense. Any reconstruction or maintenance activities performed by City of Santa Rosa and related to the Easement shall not interfere with the Agency's continued use of Agency's Easement. In the event that the Agency's, non-negligent maintenance, repair and operation of underground water transmission pipelines and appurtenant installations within the Easement causes damage to

City of Santa Rosa improvements, the Agency shall have no liability for such damage, and the costs of repairing such damage shall be paid by City of Santa Rosa.

3. Construction of a Water Turnout on Agency Easement. The consent provided by Agency above is subject to the following conditions: No concrete shall be poured or placed on top of the Santa Rosa Aqueduct a 36 inch diameter water transmission line. All excavation within the Agency Easement will be to a maximum depth of 1 foot below existing grade unless approved by the Agency. Excavation in areas deemed sensitive by the Agency due to shallow appurtenances shall be dug by hand. No heavy compaction or vibration equipment shall be used in the Easement. City of Santa Rosa or City of Santa Rosa’s contractor will obtain a revocable license for said construction. City of Santa Rosa or City of Santa Rosa’s contractor will submit to Agency for review, comment or approval, a plan of water turnout construction showing location, depth, and materials used for construction. Agency will withhold issuance of a revocable license for said construction until such time as Agency comments on plans submitted and requirements have been addressed to the satisfaction of the Agency.

4. Consideration for Consent. As consideration for consent for use of the Agency’s Easement, City of Santa Rosa agrees to reimburse Agency (\$9,271) for the processing of the Consent Agreement and acknowledges Agency’s right to install an additional pipeline within Agency’s Easement. City of Santa Rosa agrees that Agency’s consent to cross Agency’s Easement and adversely affect Agency’s Easement represents full compensation to City of Santa Rosa, its successors and assigns, for installation of an additional pipeline within Agency’s easement.

5. Successors. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors, heirs, assigns and transferees.

6. Amendment. If circumstances arise under which an amendment or modification of this Agreement would be appropriate, City of Santa Rosa and Agency shall be free to jointly amend this Agreement. Any such amendment shall be recorded in the Office of the Sonoma County Recorder.

7. Notices. Any notice, demand, request, approval, or other communication that either party desires or is required to be given under this Agreement shall be in writing and may be given by personal delivery or by mail. Notices, demands, requests, approvals, or other communications sent by mail should be addressed as follows:

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

City of Santa Rosa: City of Santa Rosa
100 Santa Rosa Ave.
Santa Rosa CA 95404-4906

and when so addressed, shall be deemed given upon deposit in the United States Mail, registered or certified, return receipt requested, postage prepaid. In all other instances, notices, demands, requests, approvals, or other communications shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the persons to whom notices, demands, requests, approvals, or other communications are to be given by giving notice pursuant to this section.

IN WITNESS WHEREOF, Agency and City of Santa Rosa have executed this Agreement as set forth below.

SONOMA COUNTY WATER AGENCY:

Executed by the Sonoma County Water Agency this _____ day of _____, 20____, pursuant to authority granted by Resolution No. _____ dated _____, 20____:

Attest:

By: _____
Chair, Board of Directors

By: _____
Clerk, Board of Directors

Reviewed as to Substance:

By: _____
General Manager/Chief Engineer

Date: _____

Approved as to Form:

By: _____
Deputy County Counsel

Date: _____

City of Santa Rosa, a Municipal Corporation:

By: _____

Date: _____

Title: _____

Approved as to Form:

By: _____
City Attorneys Office

Date: _____

Exhibit "A" -)
ACCESS EASEMENT LEGAL DESCRIPTION

Lying within the City of Santa Rosa, County of Sonoma, State of California, being a portion of Lot 20 as designated upon the map of Rockwood Court Subdivision filed in Book 101 of Maps, Pages 1 through 3, Sonoma County Records, said portion is more particularly described as follows:

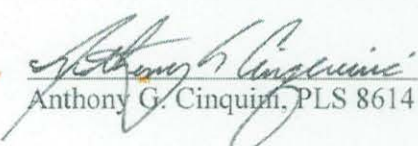
COMMENCING at the easterly common corner of Lot 20 and Lot 21 of said subdivision; thence along the common line of Lot 20 and Lot 21 South 53°16'10" West 15.02 feet to the westerly line of a 15 foot wide Sonoma County Water Agency (SCWA) easement recorded in Book 1561, Page 180, Official Records of Sonoma County and being the POINT OF BEGINNING; thence continuing along said common line South 53°16'10" West 96.28 feet to the easterly right of way of Apple Valley Lane; thence along said right of way, a non-tangent curve to the left, concave westerly, the radius of which bears South 53°16'10" West, through a central angle of 9°12'25", having a radius of 50.00 feet, for a length of 8.03 feet; thence leaving said right of way, North 53°16'10" East 96.55 feet to a point on said SCWA easement; thence North 34°02'20" West 8.01 feet to the POINT OF BEGINNING.

Containing 770 Square Feet more or less

Being a portion of APN 015-520-031

R-Sheet No.: 5336

Prepared by Cinquini & Passarino, Inc.


Anthony G. Cinquini, PLS 8614



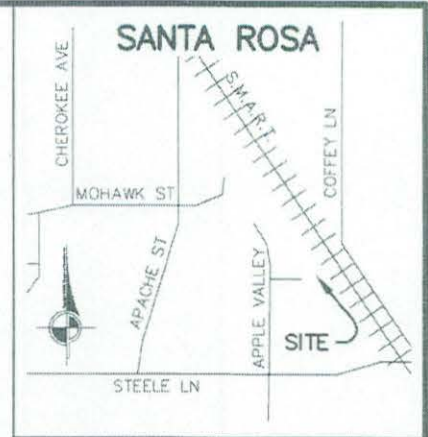

Date

EXHIBIT B -1

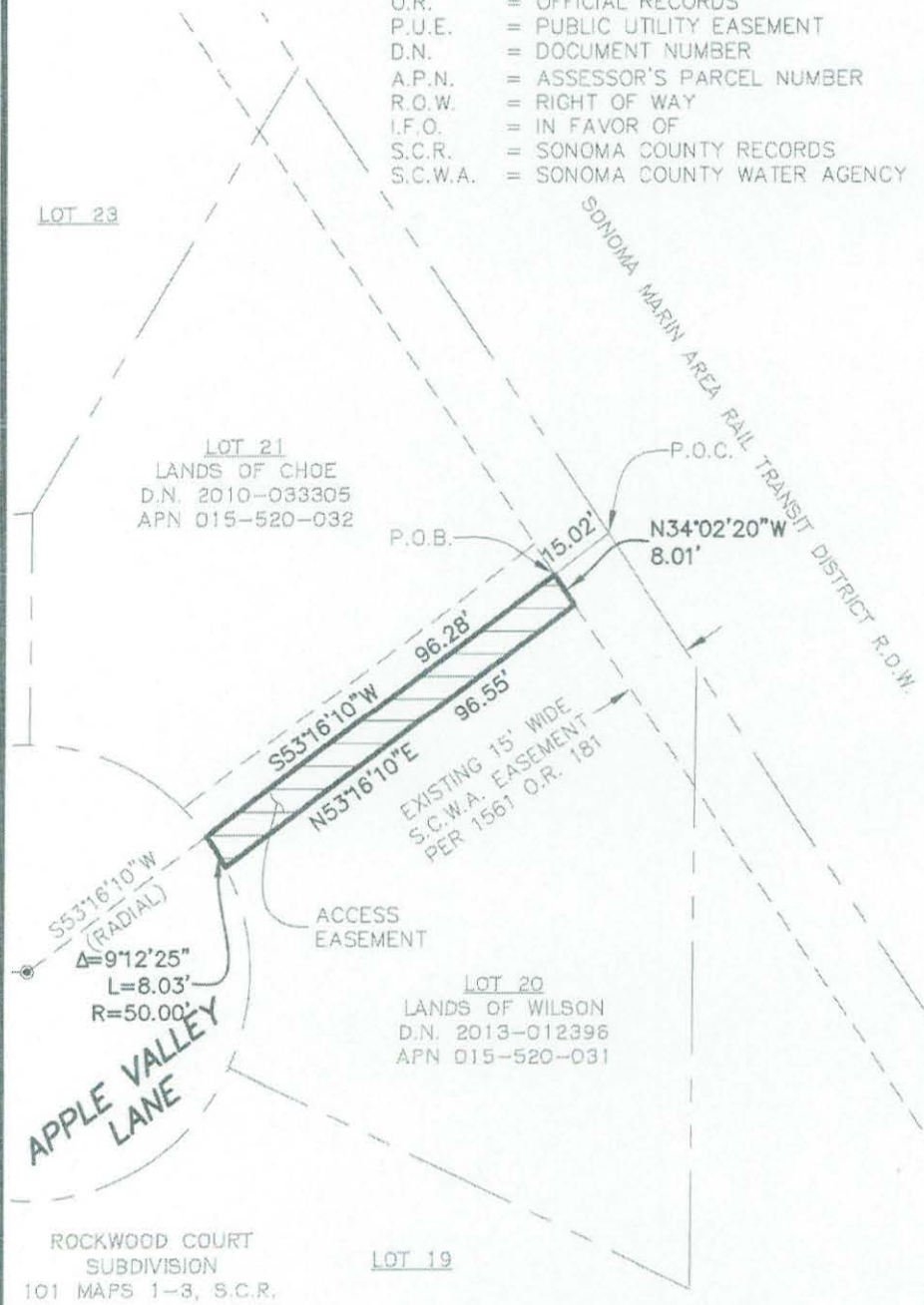
THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT EFFECT THE LEGAL DESCRIPTION.

ABBREVIATIONS

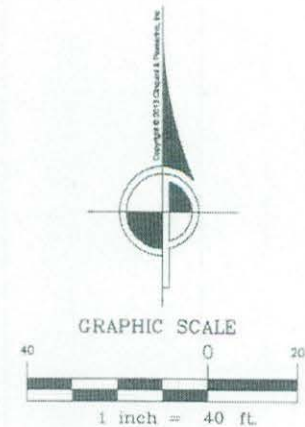
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- O.R. = OFFICIAL RECORDS
- P.U.E. = PUBLIC UTILITY EASEMENT
- D.N. = DOCUMENT NUMBER
- A.P.N. = ASSESSOR'S PARCEL NUMBER
- R.O.W. = RIGHT OF WAY
- I.F.O. = IN FAVOR OF
- S.C.R. = SONOMA COUNTY RECORDS
- S.C.W.A. = SONOMA COUNTY WATER AGENCY



LOCATION MAP
(NTS)



BASIS OF BEARINGS
SURVEY OF ROCKWOOD COURT
SUBDIVISION; BOOK 101 OF
MAPS, PAGES 1-3, S.C.R.



OWNER AND MAILING ADDRESS	PROPERTY AREAS	CITY OF SANTA ROSA	
BENJAMIN R. WILSON 2836 APPLE VALLEY LANE SANTA ROSA, CA 95403	ACCESS EASEMENT: <u>770 SQ. FT.</u>	ACCESS EASEMENT WILSON TO CITY OF SANTA ROSA	
A.P. No. <u>015-520-031</u>	CITY ACQUISITION DEED	Scale: <u>1"=40'</u>	Date: <u>3/2/2015</u>
O.R. No. <u>D.N. 2013-012396</u>		DWN. CHK.	APPROVED
	O.R. _____		

Exhibit "A"-2
UTILITY EASEMENT LEGAL DESCRIPTION

Lying within the City of Santa Rosa, County of Sonoma, State of California, being a portion of Lot 20 as designated upon the map of Rockwood Court Subdivision filed for record in Book 101 of Maps, Pages 1 through 3, Sonoma County Records, said portion is more particularly described as follows:

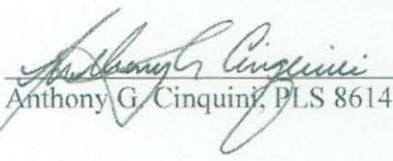
COMMENCING at the easterly common corner of Lot 20 and Lot 21 of said subdivision; thence along the common line of Lot 20 and Lot 21 South 53°16'10" West 5.01 feet to the westerly line of a public utility easement being 5 feet in width as dedicated on said subdivision and also being the POINT OF BEGINNING; thence continuing along said common line South 53°16'10" West 17.00 feet; thence leaving said common line South 34°02'20" East 19.00 feet; thence northeasterly and parallel with said common line North 53°16'10" East 17.00 feet to a point on said public utility easement; thence North 34°02'20" West 19.00 feet to the POINT OF BEGINNING.

Containing 323 Square Feet more or less

Being a portion of APN 015-520-031

R-Sheet No.: 5335

Prepared by Cinquini & Passarino, Inc.


Anthony G. Cinquini, PLS 8614



Mar 2, 2015
Date

EXHIBIT B-2

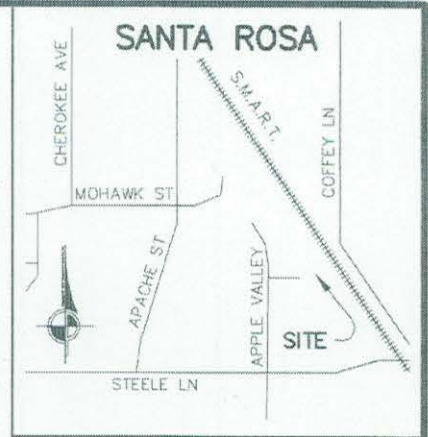
THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS
OR OMISSIONS SHALL NOT EFFECT THE LEGAL DESCRIPTION.

ABBREVIATIONS

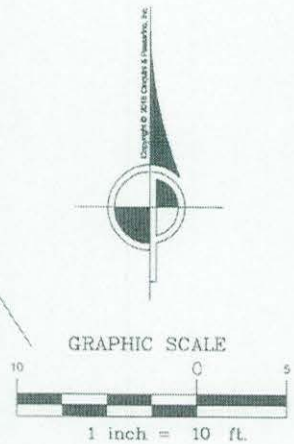
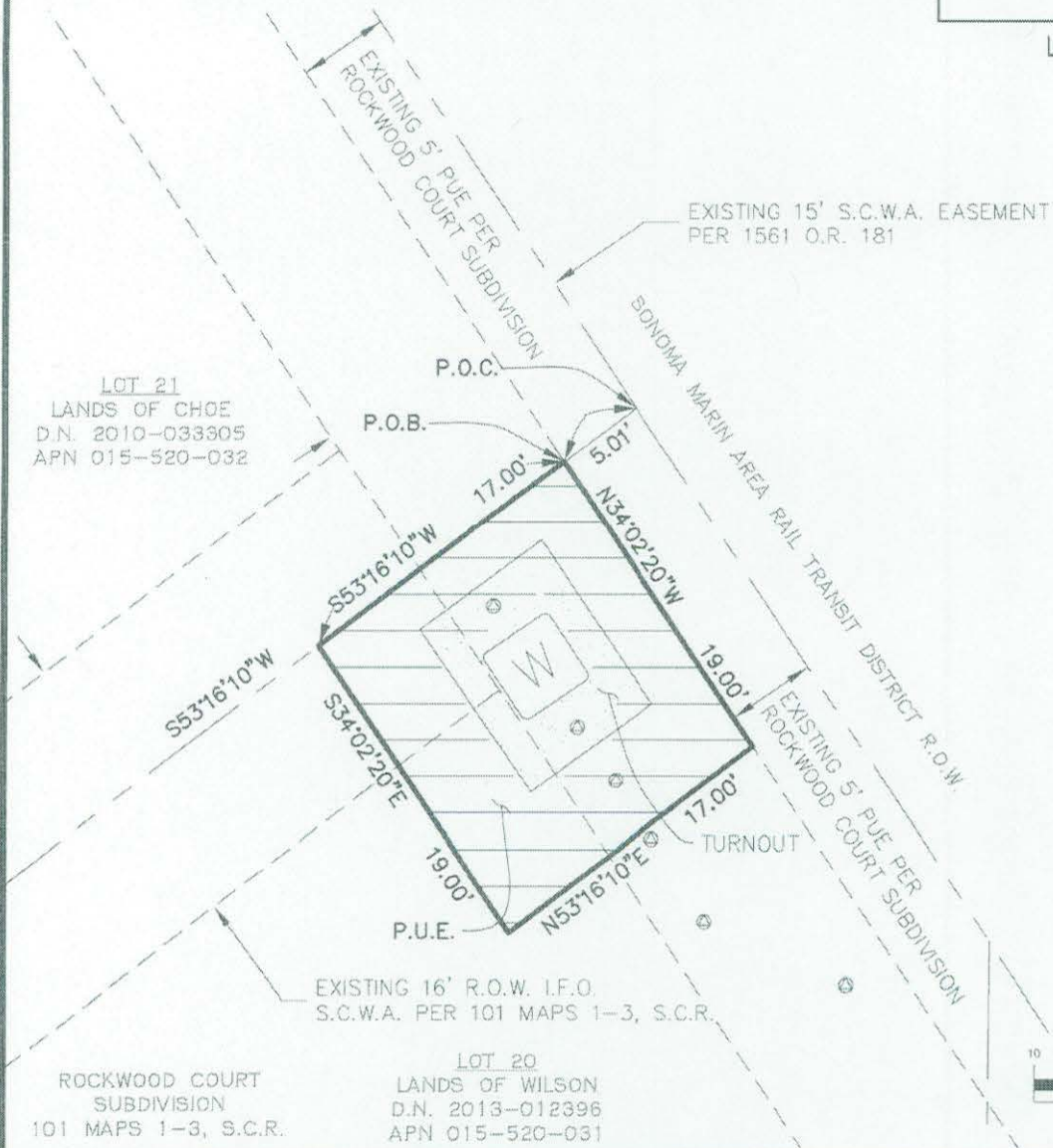
P.O.C. = POINT OF COMMENCEMENT
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 I.F.O. = IN FAVOR OF
 S.C.R. = SONOMA COUNTY RECORDS
 S.C.W.A. = SONOMA COUNTY WATER AGENCY

BASIS OF BEARINGS

SURVEY OF ROCKWOOD COURT
 SUBDIVISION; BOOK 101 OF
 MAPS, PAGES 1-3, S.C.R.



LOCATION MAP
(NTS)



OWNER AND MAILING ADDRESS	PROPERTY AREAS	CITY OF SANTA ROSA	
BENJAMIN R. WILSON 2836 APPLE VALLEY LANE SANTA ROSA, CA 95403	PROPOSED P.U.E.: <u>323±</u> SQ. FT.	PUBLIC UTILITY EASEMENT WILSON TO CITY OF SANTA ROSA	
A.P. No. <u>015-520-031</u>	CITY ACQUISITION DEED	Scale: 1"=10'	Date: 3/2/15
O.R. No. <u>D.N. 2013-012396</u>		DWN. CHK.	APPROVED
Prop Ad. <u>2836 APPLE VALLEY LANE</u>	O.R. _____		



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Bill Christoffersen 547-1967

Supervisorial District(s):

Third

Title: Easement Agreement with City of Santa Rosa – Santa Rosa Reservoir Spillway

Recommended Actions:

Adopt a resolution:

1. Determining that the grant of easement to the City of Santa Rosa for the construction, operation and maintenance of the Spring Lake Lift Station Improvements Project along the Santa Rosa Reservoir Spillway in Santa Rosa, California is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the Sonoma County Water Agency's (Water Agency) flood control operations and maintenance activities on the property. The improvements will provide better emergency access to the lift station and replace aging wastewater infrastructure.
2. Authorizing the General Manager of the Water Agency to file a Notice of Exemption in accordance with the California Environmental Quality Act.
3. Authorizing the Chair to execute the Easement Agreement.

Executive Summary:

The City of Santa Rosa (City) has requested an easement for the construction, operation and maintenance of the Spring Lake Lift Station Improvements Project located on Water Agency property along the Santa Rosa Reservoir Spillway (Spillway). The Spring Lake Lift Station moves wastewater from lower to higher elevation within the sewer collection system. The lift station improvements will replace aging infrastructure and provide better access in emergencies. Water Agency staff have determined that the improvements would not interfere with its flood control activities. Water Agency staff recommends the approval of the Easement Agreement in the forms presented to the Board for your consideration. The City will pay \$11,009 as compensation for this easement.

Discussion:

The City would like to construct improvements on property that the Water Agency uses for flood control purposes at the Spillway. The improvements are part of the City's Spring Lake Lift Station Improvements Project (Project). The City has requested that the Water Agency execute an easement for the Project within Water Agency property.

Pursuant to Government Code section 25526.6, the Water Agency Board may grant an easement for use of any Water Agency real property to a fellow public agency, such as the City, in a manner and upon the terms and conditions as the Board determines or prescribes, upon a finding by the Board 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 Water Agency.

Water Agency staff has reviewed the plans for the Project and concluded that the improvements for the Project, and the ensuing uses of Water Agency property will not adversely affect Water Agency property and will not adversely affect the Water Agency in any respect. The Easement Agreement contains terms to ensure that the maintenance and operation of the Spring Lake Lift Station and improvements on the Water Agency's property will not interfere with the Spillway or the Water Agency's flood control operation and maintenance activities. The Easement Agreement requires City to indemnify the Water Agency from any claims and to pay for damages caused by the City's ensuing uses of the Water Agency property.

The conveyance of property rights to the City is in the public interest because the Spring Lake Lift Station is a vital infrastructure for public health. The City has supplied an appraisal for consideration of the property rights proposed to be acquired. The appraisal established appraised value at \$3,645. Water Agency staff reviewed the appraisal and agreed with the opinion of value for consideration of the easement. Additionally the City agreed to pay the Water Agency \$7,364 to prepare and process the Easement Agreement.

The City has determined that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Section 15301, Existing Facilities, because the Project consists of repair, maintenance and minor alteration of an existing public facility involving no expansion of use. The City filed a Notice of Exemption on February 9, 2016 for the Project.

The General Manager of the Water Agency has also determined that the Grant of Easement to the City for the Project is exempt from CEQA pursuant to CEQA Guidelines 15304, Minor Alterations to Land, because the grant of easement to the City to allow improvements to an existing facility would not result in the removal of healthy, mature scenic trees and all surfaces would be restored. Water Agency staff has prepared a Notice of Exemption in accordance with CEQA, the State CEQA Guidelines, and the Water Agency's Procedures for the Implementation of CEQA.

Prior Board Actions:

None

Strategic Plan Alignment Goal 3: Invest in the Future

This easement will offer a more efficient utility for residents and foster the collaboration between the Water Agency and the City of Santa Rosa.

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

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	0	0	0
Additional Appropriation Requested			
Total Expenditures	0	0	0
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	11,009	0	0
Use of Fund Balance			
Contingencies			
Total Sources	11,009	0	0
Narrative Explanation of Fiscal Impacts:			
The Water Agency will receive \$11,009 from the City in exchange for the easement.			
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 Easement Agreement with Map of Affected Area			
Related Items "On File" with the Clerk of the Board:			

Date: April 25, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Water Agency Determining That The Grant Of An Easement To The City Of Santa Rosa For Improvements To The Spring Lake Lift Station In Santa Rosa, California 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 Water Agency; Authorizing The General Manager Of The Water Agency To File A Notice Of Exemption In Accordance With The California Environmental Quality Act; And Authorizing The Chair Of The Board To Execute The Easement Agreement with the City of Santa Rosa For \$3,645 Consideration And \$7,364 to Prepare the Easement Agreement.

Whereas, the Sonoma County Water Agency (Water Agency) is the owner of certain real property within the City of Santa Rosa, California commonly known as the Santa Rosa Reservoir Spillway, and being more particularly described as follows:

All that certain real property conveyed to the Sonoma County Flood Control and Water Conservation District by that certain Grant Deed recorded on September 13, 1960 in Book 1796, beginning page 906; that certain deed recorded on September 13, 1960, in Book 1796, beginning on page 908; that certain deed recorded on March 15, 1961 in Book 1818 beginning on page 400; that certain document number 1988-10461 recorded December 6, 1988 of Official Records of Sonoma County, California (hereinafter referred to as the Agency Property).

Whereas, the City of Santa Rosa (City) has requested a permanent easement over portions of the Agency Property for the construction, operation and maintenance of the Spring Lake Lift Station Improvements Project (Project); and

Whereas, the City, as lead agency, has determined that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Section 15301, Existing Facilities, because the Project consists of repair, maintenance, and minor alteration of an existing public facility involving no expansion of use; and

Whereas, the City filed a Notice of Exemption for the Project on February 9, 2016; and

Resolution #

Date:

Page 2

Whereas, pursuant to Government Code section 25526.6, the Water Agency Board may grant an easement for use of any Water Agency real property to a fellow public agency, such as the City, in a manner and upon the terms and conditions as the Board determines or prescribes, upon a finding by the Board 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 Water Agency; and

Whereas, the proposed easement conveyance to the City is in the public interest because the Project will support vital infrastructure for public health; and

Whereas, the Water Agency, as a responsible agency, has reviewed the proposed grant of easement to the City for the Project, and the General Manager has determined that it is exempt from CEQA pursuant to CEQA Guidelines 15304, Minor Alterations to Land, because the grant of easement to the City for the Project would not result in the removal of healthy, mature scenic trees and all surfaces would be restored and therefore, would not adversely affect the Water Agency's ability to carry out its flood control responsibilities and will not have a significant adverse effect on the environment; and

Whereas, Water Agency staff has prepared a Notice of Exemption in accordance with CEQA, the State CEQA Guidelines and the Water Agency's Procedure for the Implementation of CEQA>

Now, Therefore, Be It Resolved, that the Board of Directors of the Sonoma County Water Agency hereby finds, determines, and declares as follows:

1. The above recitals are true and correct.
2. Based on review of the Notice of Exemption prepared by Water Agency staff, this Board hereby determines that the granting of an easement to the City is: (1) in the public interest; (2) will not have a significant adverse effect on the environment and is hereby exempt from the requirements of CEQA pursuant to CEQA Guidelines 15304, Minor Alterations to Land, because the grant of easement to the City to allow improvements to an existing facility would not result in the removal of healthy, mature scenic trees and all surfaces would be restored and therefore, would not adversely affect the Water Agency's ability to carry out its flood control responsibilities.
3. The conveyance is to a public agency, the City of Santa Rosa, is in the public interest, and the interest in land conveyed will not substantially conflict or interfere with the use of the property by the Water Agency.
4. The Chair is authorized and directed to execute the Easement Agreement with City in the form presented to this Board.
5. The Water Agency's General Manager is hereby authorized and directed to file a Notice of Exemption with the Sonoma County Clerk in accordance with provisions of CEQA.

Resolution #

Date:

Page 3

Directors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

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

City of Santa Rosa
Department of Public Works
Engineering Development Services
100 Santa Rosa Ave. Room 5
Santa Rosa, CA 95404

Portion of APN: 031-070-066

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made by and between the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California (herein after referred to as the "Agency") and the **City of Santa Rosa**, a Municipal Corporation (herein after referred to as the "City").

RECITALS

WHEREAS, Agency is the owner of certain real property located within the City of Santa Rosa, County of Sonoma, State of California commonly known as the Santa Rosa Reservoir Spillway, and being more particularly described as follows:

All that certain real property conveyed to the Sonoma County Flood Control and Water Conservation District by that certain deed recorded on September 13 1960, in Book 1796, beginning page 906; that certain deed recorded on September 13 1960, in Book 1796, beginning on page 908; that certain deed recorded on March 15 1961, in Book 1818 beginning on page 400; that certain document number 1988-10461 recorded December 6 1988 of Official Records of the County of Sonoma, California (hereinafter referred to as the "Agency Property").

WHEREAS, City wishes to obtain a permanent easement interest in portions of the Agency Property for the purpose of installation and maintenance of improvements required for the Spring Lake Lift Station Improvements Project (the "Project"), which property is particularly describe as follows:

That portion of the hereinabove described real property more particularly described in Exhibit "A" and shown for reference in Exhibit "A-1 attached hereto, and by this reference hereby made a part of this Agreement (hereinafter referred to as the "Easement Area").

NOW, THEREFORE, for good and valuable consideration, and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, Agency and City covenant and agree as follows:

A G R E E M E N T

1. Grant of Non-Exclusive Easement. Agency hereby grants to City a non-exclusive easement over Easement Area of the nature, character and extent, and subject to the conditions, set forth in this Agreement.

2. Description of Easement over Agency Property. The easement granted over the Easement Area is a perpetual easement and right-of-way for the purpose of laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using the Project, in accordance with improvement plans entitled: Spring Lake Lift Station Improvements Project, dated, December 2015. Said easement shall exist in, under, along, and across the Easement Area and shall include the right, at all times to enter in, over and upon said Easement Area for all purposes described above in this paragraph, provided, however, that said use does not damage or unreasonably restrict Agency's full use of the Agency Property or the improvements existing thereon at any given time. Agency reserves the right to install, construct, operate, and maintain both its existing improvements and any future improvements on the Agency Property, so long as such future improvements do not unreasonably interfere with City's use of the easement hereunder. This easement is granted on the condition that City's use of the easement does not damage or unreasonably restrict Agency's full use of existing Agency improvements. The grant of easement herein is subject and subordinate to the rights of Agency and its successors and assigns, to use the Agency Property in the performance of its governmental and proprietary functions.

3. Term. The easement herein granted shall continue indefinitely so long as City is in compliance with the terms and conditions of this Agreement.

4. Maintenance of Easement. City shall maintain all City improvements within the Easement Area at City's sole cost and expense. Any reconstruction or maintenance activities performed by City and related to the easement shall not unreasonably interfere with the Agency's continued use of the Agency's Property or the Easement Area or for any purpose. City shall not materially alter or reconstruct the Project without first obtaining Agency's written approval of plans for such alteration or reconstruction, which shall not be unreasonably withheld, conditioned or delayed, provided such plans are consistent with the purpose of this easement and the Project. City shall promptly repair and restore to its original condition any of Agency's Property, including, but not limited to, engineered channel and access road, that may be altered, damaged or destroyed in connection with City's use of the Easement Area.

5. Waste or Nuisance; Agency's Rights in Property. City shall not commit or suffer: (a) any waste or nuisance within the Easement Area; (b) any action or use of the Easement Area which interferes or conflicts with the use of the Easement Area or Agency Property by Agency or any authorized person; or (c) any action on the Easement Area in violation of any law or ordinance. City shall not undertake or permit any activity or use on the Easement Area that is inconsistent with the purpose of this Agreement, including, without limitation, the following activities: (a) constructing, reconstructing, replacing, repairing, or maintaining any building, structure, utilities, or other improvement other than as generally consistent with the plans for the Spring Lake Lift Station

improvements Project, dated December 2015, (b) altering the surface or contour of the land in any manner not consistent with the Spring Lake Lift Station Improvements Project, dated, December 2015 including, but not limited to, excavating or removing soil, sand, gravel, rock, sod, trees, shrubs, plants or vegetation, except as necessary to maintain and repair the Project in accordance with Paragraph 4; (c) degrading or eroding the soil or polluting any surface or sub-surface waters; (d) dumping, accumulating, or storing trash, ashes, garbage, waste, junk, non-operative vehicles, or other materials; (e) damaging the integrity of the surface beyond normal wear and tear; (f) exploring for or developing and extracting minerals and hydrocarbons by any mining method, surface or otherwise; (g) parking any vehicle other than for necessary maintenance and repair by the City; and (h) placing or leaving any personal property of City or City's tenants, other than is necessary for appropriate uses of the easement, such as signage.

6. Non-Liability of Agency; Indemnity. Agency and its officers, agents, and employees shall not be liable to City or any third party for any injury, loss, or damage arising out of or in connection with the use of the easement granted herein. City agrees to defend, indemnify, hold harmless, and release Agency, and its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including City, relating to the laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using the Project, or to the use of the easement granted herein, whether or not there is concurrent negligence on the part of Agency, but excluding liability due to the sole active negligence or sole willful misconduct of Agency, its officers, agents or employees. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the City or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. City agrees to compensate Agency for any damage to Agency property as a result of the construction, operation, or maintenance of said Project. If future laws or regulations require a greater separation between the Project and any Agency improvements, City shall relocate the Project accordingly and be responsible for any costs associated with the relocation. The obligations of this Paragraph survive termination of the Agreement.

7. Enforcement. If through inspection or otherwise Agency determines that City is in violation of the provisions of this Agreement or that a violation is threatened, Agency shall give written notice to City of such violation and demand corrective action sufficient to cure the violation. If City fails to cure the violation within thirty (30) days after receipt of notice thereof from Agency, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Agency may bring an action to enforce the provisions of this Agreement, enjoin the violation, recover damages and enforcement costs for the violation, and require restoration of the easement to the condition that existed prior to the violation. If Agency reasonably determines that circumstances require immediate action to prevent or mitigate an imminent threat to public health or safety, Agency may pursue its remedies under this paragraph without waiting for the period for cure to expire, though Agency shall notify City as soon as possible, either prior to any action or immediately thereafter.

8. Compensation for Easement. As consideration for the easement granted herein, the City shall pay the Water Agency the sum of eleven thousand nine dollars (\$11,009).

9. Enforcement Discretion. Enforcement of the provisions of this Agreement shall be at the discretion of the Parties, and any forbearance by a Party to exercise its rights under this Agreement, in the event of any breach of any provision of this Agreement by the other Party, shall not be deemed or construed to be a waiver by the Party of such provision or of any subsequent breach of the same or any other provision of this Agreement, or of any of the Party's rights under this Agreement. No delay or omission by a Party in the exercise of any right or remedy upon any breach by the other Party shall impair such right or remedy, or be construed as a waiver.

10. Access and Control. Nothing contained in this Agreement shall be construed as precluding Agency's right to grant access to third parties across the Easement Area, so long as any rights so granted are not inconsistent with the purpose of this easement.

11. Successors. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors, heirs, assigns and transferees.

12. Amendment. If circumstances arise under which an amendment or modification of this Agreement would be appropriate, City and Agency shall be free to jointly amend this Agreement. Any such amendment shall be recorded in the Office of the Sonoma County Recorder.

13. Notices. Any notice, demand, request, approval, or other communication that either party desires or is required to be given under this Agreement shall be in writing and may be given by personal delivery or by mail. Notices, demands, requests, approvals, or other communications sent by mail should be addressed as follows:

Agency: Sonoma County Water Agency
Attention: General Manager
404 Aviation Boulevard
Santa Rosa, CA 95403

City: City of Santa Rosa
Department of Public Works
Municipal Service Center Building
69 Stony Circle
Santa Rosa, CA 95401

and when so addressed, shall be deemed given upon deposit in the United States Mail, registered or certified, return receipt requested, postage prepaid. In all other instances, notices, demands, requests, approvals, or other communications shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the persons to whom notices, demands, requests, approvals, or other communications are to be given by giving notice pursuant to this section.

14. Applicable Law and Forum. Interpretation and performance of this Agreement shall be governed by California law and any action to enforce the provisions of this Agreement, or the breach thereof, shall be brought and tried in the County of Sonoma.

15. 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.

16. 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 instrument.

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

18. Survival of Agreement. This Agreement, including all representations, warranties, covenants, agreements, releases and other obligations contained herein, shall survive the closing of this transaction and recordation of any deed or other document related hereto.

19. Title to Agency Property. It is understood that the City intends to perform its own title review and obtain title insurance for the easement rights to be acquired from the Agency. The Agency is authorized to grant and convey this easement, subject to any and all senior rights that may exist in and to the Agency Property.

IN WITNESS WHEREOF, Agency and City have executed this Agreement as set forth below.

SONOMA COUNTY WATER AGENCY:

Executed by the Sonoma County Water Agency this _____ day of _____, 2017, pursuant to authority granted by Agenda Item No. _____ dated _____, 2017:

Attest:

By: _____
Shirlee Zane
Chair, Board of Directors

By: _____
Clerk, Board of Directors

Reviewed as to Substance:

By: _____
General Manager

Date: _____

Approved as to Form:

By: _____
Deputy County Counsel

Date: _____

CITY OF SANTA ROSA, a municipal corporation:

By: _____
City Public Works Director

Date: _____

Resolution Number:

Approved as to Form:

By: _____
City Attorney

Date: _____

EXHIBIT "A"

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AND BEING A PORTION OF THE LANDS OF THE SONOMA COUNTY WATER AGENCY, AS DESCRIBED BY DEED RECORDED AS DOCUMENT NUMBER 1988-104641, BOOK 1818 OFFICIAL RECORDS PAGE 400 AND BOOK 1796 OFFICIAL RECORDS PAGES 906 & 908, SONOMA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF PARCEL F AS SHOWN ON THAT CERTAIN MAP ENTITLED "SPRING LAKE ESTATES SUBDIVISION" RECORDED IN BOOK 444 OF MAPS PAGES 1-6, SONOMA COUNTY RECORDS; THENCE ALONG THE SOUTHEASTERLY LINE OF LOT 12 AS SHOWN ON SAID MAP, NORTH 60°23'59" EAST 24.34 FEET; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT, ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS THAT BEARS NORTH 84°38'04" WEST 2942.00 FEET, THROUGH A CENTRAL ANGLE OF 00°36'52", A DISTANCE OF 31.55 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 85°14'55" EAST 17.78 FEET; THENCE SOUTH 02°58'21" WEST 76.14 FEET; THENCE SOUTH 30°26'59" WEST 32.18 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF MONTGOMERY DRIVE AS DESCRIBED IN DOCUMENT NUMBER 1989-078204, SONOMA COUNTY RECORDS; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 72°10'34" WEST 8.01 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS THAT BEARS NORTH 18°55'36" EAST 1392.47 FEET, THROUGH A CENTRAL ANGLE OF 03°08'01", A DISTANCE OF 76.15 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL B AS SHOWN ON SAID MAP; THENCE LEAVING SAID RIGHT OF WAY LINE AND ALONG THE SOUTHEASTERLY LINE OF PARCEL B NORTH 60°23'59" EAST 25.03 FEET TO THE MOST SOUTHERLY CORNER OF THE PARCEL CONVEYED TO THE CITY OF SANTA ROSA IN DOCUMENT NUMBER 1991-0001750, SONOMA COUNTY RECORDS; THENCE ALONG THE SOUTHEASTERLY OF SAID PARCEL NORTH 60°23'59" EAST 7.10 FEET TO THE SOUTHERLY CORNER OF SAID PARCEL F; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL F, NORTH 60°23'59" EAST 34.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 4556 SQUARE FEET, MORE OR LESS.

APN: PTN 031-070-066
R-5341

DATE: APRIL 26, 2016

PREPARED BY: BRELJE & RACE, CONSULTING ENGINEERS

JOB NO.: 4030

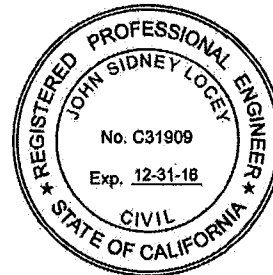


EXHIBIT "A-1"

THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION.

LOT 12
444 M 1-6
GREGORY & CAROLEE NICHOLLS
APN 031-420-012

LOT 11
444 M 1-6
VALERIE MARRON
APN 031-420-011

$\Delta=2^{\circ}21'15''$
R=2942.00'
L=120.88'

LANDS OF SCWA
DOC NO.1988-104641

SONOMA COUNTY
WATER AGENCY
APN 031-070-066

$\Delta=0^{\circ}36'52''$
R=2942.00'
L=31.55'

S85°14'55"E
17.78'

DOC NO 1991-0001750
 $\Delta=3^{\circ}37'14''$ R=1367.00' L=86.38'
PARCE B 444 M 1-6
SPRING LAKE SANTA ROSA OWNERS
ASSOC. APN 031-420-034

PARCEL F 444 M 1-6
CITY OF SANTA ROSA
APN 081-420-035
42.84'
34.05'

N84°38'04"W (R)

LANDS OF SCWA
1796 O.R. 908

EXISTING 21.52' WIDE
SANITARY SEWER ESMT.

LANDS OF SCWA
1796 O.R. 906
& 1818 O.R. 400


$\Delta=3^{\circ}08'01''$ R=1392.47' L=76.15'
DOC NO 1989-078204

S72°10'34"E 88.74'

MONTGOMERY DRIVE

S71°04'24"E 90.00'

 EASEMENT AREA

 EXISTING PRIVATE ROADWAY EASEMENTS
1796 O.R. 917 & 1796 O.R. 932

AUTHORITY: PUBLIC WORKS PID 1570

OWNER AND MAILING ADDRESS	PROPERTY AREAS	CITY OF SANTA ROSA	
SONOMA COUNTY WATER AGENCY 404 AVIATION BLVD. SANTA ROSA, CA 95403	TAKE <u>4556 SQUARE FT±</u> REMAINDER _____	INGRESS, EGRESS AND UTILITY EASEMENT SONOMA COUNTY WATER AGENCY TO THE CITY OF SANTA ROSA	
A.P. No. <u>031-070-066</u> O.R. No. <u>1988-104641, 1818 OR 400</u> O.R. No. <u>1796 OR 906 & 908</u>	TOTAL _____ CITY ACQUISITION DEED O.R. No. _____	SCALE: 1"=30 FT.	DATE: APRIL 26, 2016
		DWN. JAS CHK. RI	APPROVED FILE No. R-5341

TAB: Layout1

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Susan Haydon 547-1937

Supervisorial District(s):

Second

Title: Petaluma River Flood Control

Recommended Actions:

Authorize Chair to execute the First Amended Agreement for Upper Petaluma River Flood Control Project Feasibility Study, Modeling, and Screening with Woodard & Curran, Inc. (formerly RMC Water and Environment) to provide watershed hydrologic and hydraulic modeling and engineering feasibility study services, increasing the amount by \$101,915, expanding the scope of work to include completion of the survey work, and extending the agreement term by one year for a new not-to-exceed agreement total of \$395,915 and end date of December 31, 2018.

Executive Summary:

The Petaluma River is subject to severe flooding during heavy storm events. The Sonoma County Water Agency (Water Agency) is developing a hydrologic and hydraulic surface water model for the entire watershed, consistent with the City of Petaluma's existing model. Utilizing this model, the Water Agency initiated a preliminary evaluation of potential project concepts and determined that upper sub-watersheds may provide opportunities for tangible flood control benefits for the Petaluma River watershed. The surveying work to be conducted under the proposed amended agreement will directly inform Water Agency in developing its hydrologic model. Modeling is an important, foundational tool used to determine feasible stormwater management opportunities and flood protection plans in the upper watershed. Combined with other work being undertaken by this consultant and by the Water Agency, to identify potential projects that can reduce flooding along the Petaluma River.

Discussion:

HISTORY OF ITEM/BACKGROUND

In 2012, the Water Agency completed scoping studies in three of the watersheds in which the Water Agency conducts the majority of its flood control operations (Laguna-Mark West, Petaluma River, and Sonoma Creek watersheds). The goal of the scoping studies was to identify opportunities within these watersheds to implement integrated, multi-benefit projects that could: 1) address multiple watershed objectives, 2) align with the Water Agency's Water Supply Strategies Action Plan in regard to combined water supply and flood control projects, and 3) be developed to be highly eligible for various grant funding

opportunities. This work aligns with the Healthy Watersheds priority that was adopted by the Board on April 4, 2017. While this work is specifically designed to identify and evaluate the ability of projects to reduce funding, the Water Agency will also view projects within the broader framework of multiple goals and will work to align these projects with the work of other agencies.

The scoping studies were conducted by separate consultant teams, under Water Agency guidance, for each of the three watersheds. The scoping studies were completed in 2010 by RMC Water and Environment. The next step is to identify site-specific project locations and evaluate the feasibility of project implementation in greater detail. The outcome of the studies identified core and supporting objectives, opportunities and constraints, types of project concepts most likely to achieve the objectives, and generalized locations or regions where implementation is anticipated to be most effective and feasible within each watershed.

The City of Petaluma (City) is a member of the Petaluma River Flood Control Zone 2A Advisory Committee and collaborates with the Water Agency and stakeholders to provide flood control and stormwater management services for the community. The City will continue its key role in providing input and review of the stormwater model developed in the proposed amended agreement.

A four-phase feasibility study is required for advancement of the Upper Petaluma River Watershed Flood Control Project (Project). The first two phases represent the development and verification of the hydrologic and hydraulic model and screening that will be used for future phases of the feasibility study. The Water Agency entered into an agreement for watershed hydrologic and hydraulic modeling and engineering feasibility study services, dated March 17, 2015, in the amount of \$294,000. This agreement provides for completion of the first two phases of the feasibility study.

SELECTION PROCESS

At the initiation of several watershed scoping studies, the Water Agency issued a Request for Statements of Qualifications to 32 firms. The following eight firms submitted Statements of Qualifications:

- 1) Arcadis, San Francisco, CA
- 2) ESA, San Francisco, CA
- 3) Prunuske Chatham, Inc., Sebastopol, CA
- 4) RMC Water and Environment, San Francisco, CA
- 5) Stetson Engineers, Inc., San Rafael, CA
- 6) West Consultants, Inc., San Diego, CA
- 7) West Yost Associates, Santa Rosa, CA
- 8) Winzler & Kelly, Santa Rosa, CA

RMC Water and Environment (now Woodard & Curran, Inc.; "Consultant") was selected to conduct the work for the Petaluma River Watershed based on its demonstrated qualifications, technical expertise, and familiarity and experience with the issues and stakeholders specific to the Petaluma watershed.

SERVICES TO BE PERFORMED

Under the proposed amended agreement, Consultant will continue to conduct flood control Project modeling and screening. Consultant will compile and review existing hydrologic and hydraulic data,

complete field surveys to catalog stream reach details, and prepare a higher resolution delineation of the Petaluma watershed. Using this information they will build a model to provide analysis of Project concepts to identify, score, and rank flood control benefits to determine the relative effectiveness of Project alternatives.

The Water Agency initially planned to conduct the surveying required for Consultant to perform its work under the agreement. However, Water Agency has experienced delays in performing this work due to workload on Water Agency capital projects under construction contracts. Therefore, Consultant will complete the survey work.

The proposed amended agreement includes standard Living Wage Ordinance language.

The additional cost for the survey work is \$101,915, for a new not-to-exceed agreement total of \$395,915. The agreement term is extended to allow Consultant time to complete the survey work for a new end date of December 31, 2018.

RECOMMENDATION

Water Agency staff recommends that the Water Agency Board of Directors authorize Chair to execute the First Amended Agreement for Upper Petaluma River Flood Control Project Feasibility Study, Modeling, and Screening with Consultant to provide watershed hydrologic and hydraulic modeling and engineering feasibility study services, increasing the agreement amount by \$101,915, expanding the scope of work to include survey work, and extending the agreement term by one year for a new not-to-exceed agreement total of \$395,915 and end date of December 31, 2018.

Prior Board Actions:

- 03/17/2015: Approved agreement between Water Agency and RMC Water and Environment for watershed hydrologic and hydraulic modeling and engineering feasibility study services. Cost \$294,000; term end April 30, 2017.
- 11/11/2010: Approved agreement between Water Agency and RMC Water and Environment to conduct stormwater management and groundwater recharge scoping studies. Cost \$192,963; term end December 31, 2011.

Strategic Plan Alignment Goal 3: Invest in the Future

County Goal 3: Invest in the Future
This Project will invest in infrastructure that improves flood control and groundwater management.

Water Agency Flood Control Goals and Strategies, Goal 1: Maintain, operate, and modify flood protection facilities to meet current and future public needs.
This Project will invest in infrastructure that improves flood control and groundwater management

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	101,915		
Additional Appropriation Requested			
Total Expenditures	101,915		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	101,915		
Use of Fund Balance			
Contingencies			
Total Sources	101,915		
Narrative Explanation of Fiscal Impacts:			
Budgeted amount of \$101,915 is available from FY 2016/2017 appropriations for the Petaluma Flood Control Zone 2A fund.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Amended Agreement			
Related Items "On File" with the Clerk of the Board:			

nw\\S:\Agenda\agrees\04-25-2017 WA Upper Petaluma River Flood Control Project Feasibility Study_summ.docm

CF/15-2-21 RMC Water and Environment (Agree for Upper Petaluma River Flood Control Project Feasibility Study, Modeling and Screening) TW 12/13-184 (ID 4738)

First Amended Agreement for Upper Petaluma River Flood Control Project Feasibility Study, Modeling and Screening

This first amended agreement (“First Amended Agreement” or “Agreement”) is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California (“Water Agency”) and **Woodard & Curran, Inc.**, a Maine corporation (“Consultant”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 5 (Term of Agreement).

RECITALS

- A. Consultant certifies that it is a duly qualified and licensed engineering firm, experienced in watershed planning, hydrologic and hydrogeologic consulting for storm water detention and groundwater recharge projects and related services.
- B. The Petaluma River is subject to severe flooding during heavy storm events. The City of Petaluma has developed a hydrologic and hydraulic surface water model for the entire watershed. Utilizing this model, the Water Agency initiated a preliminary evaluation of potential project concepts and determined that upper sub-watersheds may provide opportunities for tangible flood control benefits for the Petaluma River.
- C. This Agreement will complete the modeling and screening phases of a Feasibility Study (FS) required for advancement of the Upper Petaluma River Watershed Flood Control Project (Project). The modeling and screening phases represent the development and verification of the hydrologic and hydraulic model which shall be used for future phases of the Feasibility Study.
- D. A map of the Petaluma Zone 2A watershed study area is included as Exhibit D, Figure 1 (Map).
- E. Water Agency first entered into this Agreement on March 17, 2014 (“Original Agreement”).
- F. The Original Agreement was entered into by and between Water Agency and RMC Water and Environment, a California corporation. RMC Water and Environment was acquired by Consultant in November 2016, and Consultant has requested that the Water Agency allow it to assume the Original Agreement on behalf of RMC Water and Environment. Water Agency consents to Consultant’s assumption of the Original Agreement, as amended hereby, provided that Consultant agrees to carry out and perform all of the terms and conditions of the Original Agreement on the part of RMC Water and Environment.
- G. The Water Agency has experienced delays in performing the survey work per the Original Agreement. The surveys are required in order to perform the majority of tasks in the scope of work; therefore, Consultant will complete the survey work.
- H. This First Amended Agreement modifies the survey work task; extends the term of this Agreement to December 31, 2018, to allow Consultant time to complete the survey work; and adds \$101,915 for a new Agreement total of \$395,915.
- I. This First Amended Agreement supersedes all previous agreements between the parties.

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

AGREEMENT

1. RECITALS

1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

2.1. The following exhibits are attached hereto and incorporated herein:

- a. Exhibit A: Scope of Work
- b. Exhibit B: Schedule of Costs
- c. Exhibit C: Estimated Breakdown of Costs
- d. Exhibit D: Figure 1A, Flood Zone 2A Study Area Map
- e. Exhibit E: Insurance Requirements

3. SCOPE OF SERVICES

3.1. *Consultant's Specified Services:* Consultant shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

3.2. *Cooperation with Water Agency:* Consultant shall cooperate with Water Agency in the performance of all work hereunder. Consultant shall coordinate the work with Water Agency's Project Manager. Contact information and mailing addresses:

Water Agency	Consultant
Project Manager: Susan Haydon 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-547-1977 Email: susan.haydon@scwa.ca.gov	Contact: Christy Kennedy 101 Montgomery Street, Suite 1850 San Francisco, CA 94104 Phone: 415-321-3409 cskennedy@woodardcurran.com
Remit invoices to: Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	Remit payments to: Attn: Accounts Receivable Same address as above

3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Water Agency shall not operate as a waiver or release. Water Agency has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If Water Agency determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Water Agency, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Water Agency to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Water Agency, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Water Agency.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Water Agency to be key personnel whose services were a material inducement to Water Agency to enter into this Agreement, and without whose services Water Agency would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Water Agency.
- c. With respect to performance under this Agreement, Consultant shall employ the following key personnel:

<i>Title</i>	<i>Name</i>
Principal-in-Charge	Randy Raines
Project Manager	Christy Kennedy

- d. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

4. PAYMENT

- 4.1. *Total Costs:* Total costs under this Agreement shall not exceed **\$395,915**.
 - a. Total costs for Tasks 1-3 shall not exceed **\$375,915**.

- b. Total costs for Optional Task 4, if requested in writing by Water Agency's Project Manager, shall not exceed **\$20,000**.
 - c. No more than \$246,000 will be paid until the draft *Screening Analyses* Technical Memorandum is submitted.
- 4.2. *Method of Payment:* Consultant shall be paid in accordance with the following terms:
- a. Consultant shall be paid in accordance with Exhibit B (Schedule of Costs). Any mark-up shall be included in billed hourly rates. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 4.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Water Agency's Project Manager. The invoices shall show or include:
- a. Consultant name
 - b. Name of Agreement
 - c. Water Agency's Project Activity Code F0207D014
 - d. Description of work performed under each task with an itemized description of services rendered by invoice period date
 - e. Summary of work performed by subconsultants, as described in Paragraph 15.4
 - f. Labor time in quarter hours devoted to the task
 - g. Hourly rate or rates of the persons performing the task
 - h. List of expenses incurred by invoice period
 - i. Copies of receipts for reimbursable materials and expenses
- 4.4. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit C (Estimated Breakdown of Costs). Exhibit C will only be used as a guideline of the budget breakdown and a tool to monitor progress of work and the project budget. Actual payment will be made as specified in Paragraph 4.2 above.
- 4.5. *Rate Changes:* Upon at least 30 days written notice, Consultant may change the hourly rates up to 3% per year, commencing one year from the Effective Date of this Agreement and no more than once every 12 months thereafter.

5. **TERM OF AGREEMENT**

- 5.1. The term of this Agreement shall be from March 17, 2014 ("Effective Date") to December 31, 2018, unless terminated earlier in accordance with the provisions of Article 6 (Termination).

6. TERMINATION

- 6.1. *Authority to Terminate:* Water Agency's right to terminate may be exercised by Water Agency's General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Water Agency shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Water Agency may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Water Agency all materials and work product subject to Paragraph 12.8 and shall submit to Water Agency an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Water Agency, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination times the applicable hourly or daily rate; and further provided, however, that if Water Agency terminates the Agreement for cause pursuant to Paragraph 6.3, Water Agency shall deduct from such amounts the amount of damage, if any, sustained by Water Agency by virtue of the breach of the Agreement by Consultant.

7. INDEMNIFICATION

- 7.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to defend, indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors,

or invitees hereunder, whether or not there is concurrent negligence on Sonoma County Water Agency's part, but, to the extent required by law, excluding liability due to Sonoma County Water Agency's conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

8. INSURANCE

8.1. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit E (Insurance Requirements).

9. PROSECUTION OF WORK

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

10. EXTRA OR CHANGED WORK

10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Water Agency personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Water Agency.

11. CONTENT ONLINE ACCESSIBILITY

11.1. *Accessibility:* Water Agency policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

- 11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Water Agency/County-managed or Water Agency/County-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794(d)), and Water Agency's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.
- 11.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Consultant shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 11.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Water Agency staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Water Agency's Web Site Accessibility Policy shall be the responsibility of Consultant. If Water Agency, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Water Agency/County-managed or Water Agency/County-funded Web site does not comply with Water Agency Accessibility Standards, Water Agency will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Water Agency, repair or replace the non-compliant materials within such period of time as specified by Water Agency in writing. If the required repair or replacement is not completed within the time specified, Water Agency shall have the right to do any or all of the following, without prejudice to Water Agency's right to pursue any and all other remedies at law or in equity:
- a. Cancel any delivery or task order
 - b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
 - c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Water Agency, Water Agency may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by Water Agency in connection with such changes or repairs.
- 11.6. *Water Agency's Rights Reserved:* Notwithstanding the foregoing, Water Agency may accept deliverables that are not strictly compliant with Water Agency Accessibility Standards if Water Agency, in its sole and absolute discretion,

determines that acceptance of such products or services is in Water Agency's best interest.

12. REPRESENTATIONS OF CONSULTANT

- 12.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Water Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Water Agency provides its employees. In the event Water Agency exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 12.2. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Water Agency harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Water Agency is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Water Agency with proof of payment of taxes on these earnings.
- 12.3. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Water Agency for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.4. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Water Agency, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Water Agency within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 12.5. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable

federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

- 12.6. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 12.7. *Assignment of Rights:* Consultant assigns to Water Agency all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Water Agency in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Water Agency may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Water Agency. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Water Agency.
- 12.8. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Water Agency. Water Agency shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Water Agency all such documents, which have not already been provided to Water Agency in such form or format as Water Agency deems appropriate. Such documents shall be and will remain the property of Water Agency without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Water Agency.

- 12.9. *Zone Liability:* Work under this Agreement is being performed on behalf of the residents of Water Agency's Petaluma Zone 2A ("Zone"). Consultant shall be paid exclusively from Zone funds. Consultant agrees that Consultant shall make no claim for compensation for Consultant's services against other funds available to Water Agency and Consultant expressly waives any right to be compensated from other funds available to Water Agency. In addition, Consultant acknowledges that West's Annotated California Codes Water Code Appendix Chapter 53-8 provides that certain judgments or claims against Water Agency based on causes of action arising from Zone activities may be made only from funds of that Zone.
- 12.10. *Assumption of Duties of RMC Water and Environment.* Consultant agrees to carry out and perform all of the terms and conditions of the Original Agreement on the part of RMC Water and Environment.

13. PREVAILING WAGES

- 13.1. *General:* Consultant shall pay to any worker on the job for whom prevailing wages have been established an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Water Agency to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Consultant shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed, in addition to all other job site notices prescribed by regulation. Copies of the prevailing wage rate of per diem wages are on file at Water Agency and will be made available to any person upon request.
- 13.2. *Subcontracts:* Consultant shall insert in every subcontract or other arrangement which Consultant may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code section 1775(b)(1), Consultant shall provide to each Subcontractor a copy of sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.

- 13.3. *Compliance Monitoring and Registration:* This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code 1771.4 (a)(3)). Consultant and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.
- 13.4. *Compliance with Law:* In addition to the above, Consultant stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, section 16000, et seq.

14. DEMAND FOR ASSURANCE

- 14.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 14 limits Water Agency's right to terminate this Agreement pursuant to Article 6 (Termination).

15. ASSIGNMENT AND DELEGATION

- 15.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 15.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. Balance Hydrologics is an approved subconsultant for hydrologic and hydraulic modeling services. If no subconsultants are listed, then no subconsultants

will be utilized in the performance of the work specified in this Agreement.
Approved subconsultants are as follows:

Name	Type of Services	Prevailing Wages Apply? Y/N
Balance Hydrologics	Hydraulic and hydrologic modeling and engineering	Y
Prunuske Chatham, Inc.	Natural resource assessment and surveying	Y

15.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 15.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 15.2. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 15.2 above:

- a. Prior to entering into any contract with subconsultant, Consultant shall obtain Water Agency approval of subconsultant. Water Agency's Board of Directors must approve the selection of any subconsultant if the amount payable to subconsultant under the agreement exceeds \$25,000. In connection with such approval, Consultant shall provide Water Agency with copies of the responses to Consultant's Request for Proposals (RFP) to subconsultants, the names of key personnel who will be performing work under the agreement, and an explanation of Consultant's reasons for choosing the recommended subconsultant based upon the criteria in the RFP.
- b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Water Agency in substantially the same form as that contained in Article 7, (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

15.4. *Summary of Subconsultants' Work:* Consultant shall provide Water Agency with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3 (Invoices). Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

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

16.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.

16.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 16.

17. **MISCELLANEOUS PROVISIONS**

- 17.1. *No Bottled Water:* In accordance with Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Water Agency funding shall be used to purchase single-serving, disposable water bottles for use in Water Agency facilities or at Water Agency-sponsored events. This restriction shall not apply when potable water is not available.
- 17.2. *No Waiver of Breach:* The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 17.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Water Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 17.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 17.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

- 17.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 17.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 17.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 17.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 17.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

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

TW 12/13-184A

Reviewed as to substance:

By: _____
Water Agency General Manager

Reviewed as to funds:

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____
Lisa Pheatt, Deputy County Counsel

Insurance Documentation is on file with Water Agency

Date/TW Initials: _____

Sonoma County Water Agency

Woodard & Curran, Inc., a Maine corporation

By: _____
Chair, Board of Directors

By: _____

Date: _____

(Please print name here)

Attest:

Title: _____

By: _____
Clerk of the Board

Date: _____

Exhibit A

Scope of Work

COMMENCEMENT OF WORK

Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

TASKS

1. TASK 1: UNINCORPORATED AREAS HYDROLOGIC AND HYDRAULIC MODEL BUILD

1.1. Establish Analysis Framework

- a. Compile and review existing hydrologic and hydraulic model builds, infrastructure inventories, and topographic information to identify data gaps and limitations in spatial resolution that would restrict or otherwise limit the beneficial use, or modeling results, of the previous modeling efforts in the unincorporated areas of the Upper Petaluma River Watershed.
- b. Upon Consultant's request, Water Agency will provide relevant existing mapping and survey information, if any, from Water Agency's records archive.
- c. In coordination with Water Agency Project Manager, complete a minimum of four stream walks to catalog key parameters and infrastructure details on a reach-by-reach basis. Use the information collected to prepare a preliminary higher resolution delineation of sub-watersheds based on stream and drain pathways, potential conveyance restrictions, and natural stream reach boundaries.
- d. Coordinate field work with Water Agency Project Manager to verify the Water Agency has acquired such permissions or rights necessary for Consultant to gain lawful entry into, across, over or upon property not owned by Water Agency, which are necessary for investigations, surveys, or studies required for Consultant to provide the services described in this Scope of Work.
- e. Compile calibration data sets consistent with those used for the City of Petaluma's Federal Emergency Management Agency (FEMA) study. The data sets will be used to calibrate the expanded modeling to maintain fidelity with the downstream model build.
- f. Identify scoring and ranking metrics with respect to flood control benefits. Identify potential objective hydrologic and/or hydraulic metrics with the goal of developing a succinct list of parameters that will be extracted from the modeling results and used to rank the effectiveness of project alternatives. Discuss and review these metrics with the Water Agency as part of the Modeling Check-in Meeting.
- g. Set up model output data extraction and post-processing platforms. Post-processing will be completed using spreadsheet software. Prepare and back-

check data download templates and associated data processing formulas to assure the appropriate and accurate data transformations are completed.

1.1 Deliverable	Due Date
Included with deliverables for 1.3 (Develop Detailed Modeling Work Map)	

1.1. Conduct Surveys

- a. Survey 39 structures (bridges and culverts) along the Petaluma River pursuant to Technical Memo entitled Hydraulic Structures for Survey, dated May 13, 2015 where locations are specified.
- b. Review survey data to ensure accuracy and consistency for incorporation into hydraulic model.
- c. CSV Files:
 - i. For each structure, provide a csv file containing survey points in PNEZD format (point #, northing, easting, elevation, description).
 - ii. Collect data in Coordinate System: California State Plane Zone II, Horizontal Control Datum: NAD83, Vertical Control Datum: NAVD88.
- d. Structure Form: Complete the two-page Structure Form
- e. Take photographs of each structure.

1.2 Deliverable for Each Structure	Due Date
csv files	6 months from execution of First Amended Agreement
Structure Form	6 months from execution of First Amended Agreement
Photographs	6 months from execution of First Amended Agreement

1.2. Develop Detailed Modeling Work Map

- a. Compile survey information in a detailed work map to serve as the basis for the modeling updates. Include the sub-watershed boundaries as well as base and supplemental topographic information.
- b. Ensure that work map standards are consistent with those used for detailed hydraulic studies prepared for FEMA such that the mapping can be used in future floodplain delineations or floodplain map revisions.
- c. Review compiled survey data and work map to identify geomorphic and topographic elements (channel dimensions, grade breaks, hydraulic

structures) that will have a bearing on the siting and potential efficacy of project alternative.

- d. Lay out modeling framework including hydrologic sub-basins, points of concentration, reach routing, and cross-sections. Extract data in formats compatible for uploading to the full model builds.
- e. Prior to initiating Task 1.3, conduct check-in meeting with Water Agency (or conference call if approved by Water Agency Project Manager) to summarize and discuss key findings, assumptions, and criteria established during Tasks 1.1 through 1.2 and the Modeling Work Map. Provide a written summary of the Base Model Criteria and Work Map in advance of the meeting.

1.3 Deliverable	Due Date
Modeling Check-in Meeting	30 days from receipt of completed survey data.
<ul style="list-style-type: none"> • Digital format Summary of Base Model Criteria and Modeling Work Map 	7 days in advance of check-in meeting
<ul style="list-style-type: none"> • Check- In Meeting Agenda 	5 days in advance of check-in meeting
Modeling Check-in Meeting summary notes	5 days after check-in meeting

1.3. Build Revised Base Model and Complete Initial Model Runs

- a. Extend the existing Stormwater Management Model (SWMM) based hydrologic and hydraulic model to unincorporated areas of the upper watershed using information from the model work map.
 - i. Provide a level of detail and model parameterization consistent with the spatial scales and methodologies used in the urban areas of the existing model.
 - ii. Follow protocols, guidelines and standards commensurate with detailed hydraulic studies prepared for FEMA, utilizing the existing model platform (with any FEMA-approved and Water Agency authorized upgrades) and facilitating the ready use of the modeling platform for future floodplain mapping activities.
- b. Carry out initial modeling runs once sub-watershed (hydrology) and channel reach (hydraulic) information is updated in the model. Complete model runs for both 10- and 100-year design storm events to provide a basis for assessing upper watershed alternatives for both moderate and large flood events.
- c. Complete additional model runs for the two historical storm events previously used for calibration of the urban model.
- d. Review the model build in a detailed Quality Assurance/Quality Control (QA/QC) process verifying:

- i. Fidelity to work map data,
- ii. Internal consistency in parameters and model structure,
- iii. Consistency with FEMA modeling standards and guidelines,
- iv. Reasonableness of model output.

1.4 Deliverable	Due Date
Included in deliverables for Task 1.6 (Presentation of Results)	

1.4. Model Calibration

- a. Calibrate hydrologic and hydraulic parameters using results from model runs using the two historical storm events as a guide. Limit changes in parameters for calibration purposes to those elements updated in the model rebuild, such that fidelity with the previously prepared model is maintained. Calibrate model following methodology and metrics consistent with those used for the modeling efforts in the lower portions of the watershed.
- b. Subject the calibrated model and associated documentation of calibration procedures and results to an additional full QA/QC review.
- c. Rerun the 10- and 100-year design storm events once calibration activities are complete.
- d. Establish the revised baseline conditions model for the project work. Extract model output metrics and input into the post-processing platforms for scoring and ranking.

1.5 Deliverable	Due Date
None	

1.5. Presentation of Results

- a. Present the model rebuild and calibration work to Water Agency staff for technical review and comment in a working session
- b. Prepare and submit Baseline Model Build Report that summarizes the model build process, including but not limited to:
 - i. Executive Summary, overview of model build scope, model platform, data sources, and description of model build and calibration steps
 - ii. Description of Model Analysis Framework, including calibration data sets, scoring and ranking metrics, and output data extraction and post-processing platforms
 - iii. Metrics and table of key parameters and infrastructure details for stream reaches. Include photo documentation collected from stream walks
 - iv. Base model criteria and Modeling Work Map
 - v. Model baseline conditions, input parameter calculations, calibration documentation, and QA/QC reports

- vi. Final digital files of the full build of the updated SWMM-based hydrologic and hydraulic model
- vii. Model output files in digital format including predicted inundation extent and depth mapping in GIS format
- c. Address all comments and make any appropriate modifications or refinements to the base model accordingly.

1.6 Deliverable	Due Date
Draft Baseline Model Build Report	14 days ahead of working session
Working session	75 days from check-in meeting
<ul style="list-style-type: none"> • Agenda 	5 days prior to working session
<ul style="list-style-type: none"> • Minutes 	5 days after working session
Final Baseline Model Build Report	21 days from receipt of Water Agency comments on draft
Final Baseline Model Digital Files	With Final Baseline Model Build Report

2. HYDRAULIC MODEL VERIFICATION AND SCREENING

2.1. Assemble Input Data for Screening Analyses

- a. Identify a maximum of five upper sub-watershed tributaries of the Upper Petaluma River to be used for screening analyses of flood control concepts, using information developed as part of the unincorporated areas hydrologic and hydraulic model build. This process will include, but not be limited to:
 - i. Reviewing the modeling work completed in Task 1 to identify key factors such as differences in runoff generation potential between tributaries.
 - ii. Existing flood attenuation characteristics between tributaries.
 - iii. Critical infrastructure protection needs of each tributary.
 - iv. Flood wave timing and phasing between tributaries.
- b. Identify different tributaries in the upper watershed which could include: Lichau Creek, Willowbrook Creek, Liberty Creek, Marin Creek, Wilson Creek, Wiggins Creek, Capri Creek, Corona Creek, and Lynch Creek.
- c. Select upper watershed locations on the basis of common hydrologic metrics (e.g. percent of watershed area) independent of other factors so that a direct comparison can be made of the relative benefits of flood control concepts on a tributary by tributary basis.

- d. Develop input datasets for the respective concepts that are consistent with the topographic, geomorphic, and hydraulic characteristics of each location. Datasets would include detailed dimensions and characteristics of prototypical concept applications so they are appropriately assessed within the model runs.
- e. Prior to evaluating the selected tributaries, prepare a written basis for the selection, and key factors that were considered in the selection process, in the form of a Tributary Selection Basis Technical Memorandum (TM) and provide to Water Agency for review.
- f. Evaluate each of the flood control concepts (detention, floodplain modification, and channel modification) for up to five locations and compile pertinent topographic and other data as needed to represent each concept at each location.

2.1 Deliverable	Due Date
Tributary Selection Basis TM	30 days from completion of final Baseline Model Build Report

2.2. Model Runs for Location and Concept Screening

- a. Based on selected tributaries approved by the Water Agency, build the models for each combination of tributary location and concept (5 locations X 3 concepts = 15 model builds in total) using information compiled as part of the previous Task.
- b. Complete runs for both the 10- and 100-year design storm events for each model build to provide a direct assessment of the potential benefits of alternative concepts in conditions of moderate flooding that will be experienced more frequently as well as the FEMA standard. Apply common parameterization across the concepts and locations to the maximum extent practical so that there is a direct and non-biased comparison between the model builds.
- c. Carry out QA/QC review to verify internal model consistency, consistency in methodology between models, and documentation of input parameters.
 - i. Include documented back-checks at two levels by a staff Professional Engineer that is not directly involved in preparing the analyses, running the models, or compiling the output data:
 - a) Level 1 = preliminary concept modeling
 - b) Level 2 = final modeling carried out
 - ii. Back-check items include tracing the sources and fidelity of model inputs from the work map, through interim calculations and parameterization, to model input and output.

2.2 Deliverable	Due Date
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Hydrologic and Hydraulic Model, Data, and Maps	45 days from the final Tributary Selection Basis TM
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2.3. Concept Scoring and Ranking

- a. Extract output from the screening model builds and input into the scoring and ranking platform to assess potential flood control benefits across the various options using only non-monetary metrics.
 - i. Specific criteria shall include, but not be limited to:
 - a) Water surface elevations
 - b) Flood depths
 - c) Flood durations
 - d) Overbank flow velocities at critical points within the overall watershed
 - ii. Clearly identify the efficacy of the alternatives in addressing flood hazards in downstream areas within the City of Petaluma as well as in the upper watershed and respective tributaries.
- b. Summarize ranking criteria and results in supporting tables. Carry out ranking quantitatively to the greatest extent possible (informed by stakeholder input) based on scoring with respect to the magnitude of flood hazard reduction as well as the geographic breadth of the beneficial impacts.
- c. Estimate size of project and corresponding flood reduction impacts for all scenarios so that a flood reduction magnitude is estimated for each of the 15 model configurations.
- d. Assess the size of each concept needed to achieve meaningful reductions in flood hazard for each location. Prepare detailed GIS mapping of flooding extent and depth for the highest ranked location for each concept modeled along with hydrographs at key downstream locations in the respective tributaries and the Petaluma River (include with Screening Analyses TM submitted under Task e, including all GIS digital files).
- e. Coordinate technical results from the hydrologic analysis with the ReNUWIt team assessing non-technical screening parameters in conjunction with the Feasibility Study.
- f. Attend one meeting with the Water Agency and ReNUWIt team to coordinate on screening findings.

2.3 Deliverable	Due Date
Water Agency ReNUWIt meeting	To be determined by Water Agency
<ul style="list-style-type: none"> • Agenda 	5 days prior to ReNUWIt meeting

• Summary	5 days after ReNUWIt meeting
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2.4. Presentation of Results and Preparation of Screening Analyses TM.

- a. Present results of the screening analyses and review at a meeting with Water Agency staff.
- b. Present results of the screening analyses (and baseline model build effort) at a Zone 2A Advisory Committee meeting.
- c. Draft: Prepare the draft Screening Analyses TM summarizing the methodology and results of the screening analyses (Tasks 2.1 through 2.2.c.i), including the concept scoring and ranking results (Task 2.2.c.i) and detailed GIS mapping and hydrographs (Task 2.3.d), for Water Agency review and approval.
- d. Subsequent Draft(s): If Water Agency requests revisions, revise the draft and resubmit for Water Agency approval.
- e. Final: Following Water Agency approval, submit the final approved Screening Analyses TM to Water Agency.

2.4 Deliverable	Due Date
Meeting with Water Agency to present screening analysis results	Within 90 days from completion of Baseline Model Build Report
• Agenda	5 days prior to meeting
• Minutes	5 days after meeting
Draft <i>Screening Analyses</i> TM	14 days in advance of Screening Analyses Meeting with Water Agency
Meeting with Zone 2A Advisory Committee to present baseline model build effort and screening analysis results	To be determined
Final <i>Screening Analyses</i> TM	21 days after receiving comments back from Water Agency on draft

3. PROJECT MANAGEMENT

3.1. Project management support

- a. Scheduling and managing project activities, budget tracking, managing subcontractor activities and general project communications.
- b. Coordinate with Water Agency Project Manager and conduct as-needed conference calls with Water Agency staff to discuss technical issues,

deliverables, stakeholder and public outreach, progress status updates, staffing, budget and schedule issues.

- c. Provide periodic email project updates, to keep communications with Water Agency’s Project Manager clear and the project advancing.
- d. Meetings with Water Agency staff to address key items of concern on an as-needed basis. Provide meeting coordination and agenda support with draft and final meeting minutes.
- e. At the end of Task 2, prepare a brief cover memo providing an executive summary of the process followed during the phases described herein and referring to the iterative study process conducted and the TMs, supporting data files, reports, summaries, maps or presentation materials produced. All deliverables produced in Tasks 1 and 2 will be appended to this memo.

3.1 Deliverable	Due Date
Monthly progress reports (with invoices)	Monthly
Email summary notes of discussions and meeting minutes	Submit within 10 days for effective communication and scheduling
Two additional project management meetings	As mutually determined
• Agenda	5 days prior to meeting
• Minutes	5 days after meeting
Electronic copy of the cover memo with executive summary and all deliverables as appendices	60 days from completion of final <i>Preliminary Alternatives Development and Evaluation</i> TM

4. OPTIONAL SUPPORT SERVICES TASK

4.1. Optional additional services

- a. Do not proceed with this task unless requested in writing by Water Agency’s Project Manager.
- b. Perform additional services as requested by Water Agency to support the study effort. The additional services will be agreed to by Consultant and Water Agency and described in writing by Water Agency. Additional services may include, but are not limited to:
 - i. Expanded outreach and communication with project partners, stakeholders, and public including additional coordination meetings, additional workshops, and outreach materials development.
 - ii. Assistance with grant applications and assistance with project submittal to the Bay Area Integrated Regional Water Management Plan (IRWMP).
 - iii. Expanded services to support hydraulic screening, coordination with ReNUWIt study proceeding in conjunction with the Feasibility Study or activities leading into alternatives identification.

4.1 Deliverable	Due Date
To be determined	To be determined

5. DELIVERABLES

- 5.1. Submit one electronic copy in PDF format (emailed or on CD) and three hard copies of each final deliverable to Water Agency.
- 5.2. All digital files for the hydrologic and hydraulic model shall be provided in a file format and version acceptable to the Water Agency and compatible for use with the Water Agency's current version (1100) of XP-SWMM modeling software, unless otherwise approved by the Water Agency.
- 5.3. Comply with requirements of Paragraph 11 (Content Online Accessibility).

Exhibit B

Schedule of Costs

2017 Standard Rates	
Labor Category	Rate
Engineer 1 (E1) Scientist 1 (S1) Geologist 1 (G1) Planner 1 (P1) Technical Specialist 1 (TS1)	\$152
Engineer 2 (E2) Scientist 2 (S2) Geologist 2 (G2) Planner 2 (P2) Technical Specialist 2 (TS2)	\$178
Engineer 3 (E3) Scientist 3 (S3) Geologist 3 (G3) Planner 3 (P3) Technical Specialist 3 (TS3)	\$201
Project Engineer 1 (PE1) Project Scientist 1 (PS1) Project Geologist 1 (PG1) Project Planner 1 (PP1) Project Technical Specialist 1 (PTS1)	\$205
Project Engineer 2 (PE2) Project Scientist 2 (PS2) Project Geologist 2 (PG2) Project Planner 2 (PP2) Project Technical Specialist 2 (PTS2)	\$222
Project Manager 1 (PM1) Technical Manager 1 (TM1)	\$237
Project Manager 2 (PM2) Technical Manager 2 (TM2)	\$249
Senior Project Manager (SPM) Senior Technical Manager (STM)	\$266
Senior Technical Practice Leader (STPL) Service Line Leader (SLL)	\$295
National Practice Leader (NPL) Strategic Business Unit Leader (SBUL)	\$310
Software Engineer 1 (SE1)	\$136
Designer 1 (D1)	\$140
Designer 2 (D2)	\$150
Designer 3 (D3) Senior Software Developer (SSD)	\$153
Senior Designer (SD)	\$165
Project Assistant (PA)	\$105
Marketing Assistant (MA) Graphic Artist (GA)	\$113
Senior Accountant (SA) Billing Manager (BM)	\$125
Marketing Manager (MM) Graphics Manager (GM)	\$145

Billing Classifications	2017 Rates
Subconsultant: Balance Hydrologics	At cost + 10% of subconsultant labor cost
Principal	\$185.00
Sr. Professional	\$165.00
Staff Professional	\$120.00
GIS/CADD Specialist	\$95.00
Sr. Project Admin	\$85.00
Sr. Report Specialist	\$80.00
Report Specialist	\$75.00
Subconsultant: Prunuske Chatham, Inc.	Hourly Rate
Founding Principal	\$180.00
Principal Civil Engineer	\$170.00
Principal Landscape Architect	\$170.00
Principal Environmental Planner	\$150.00
Principal Geomorphologist	\$150.00
Sr. Civil Engineer	\$150.00
Registered Civil Engineer	\$140.00
Registered Professional Forester/CPESC/QSD	\$140.00
Project Manager	\$140.00
Registered Landscape Architect	\$130.00
Sr. Environmental Planner	\$140.00
Sr. Botanist/Vegetation Ecologist	\$120.00
Sr. Wildlife Biologist	\$120.00
Survey Party Chief, Prevailing Wage	\$126.00
Survey Rodman, Prevailing Wage	\$109.00
Sr. Engineering Tech./ Sr. CAD Operator	\$105.00
Certified Planner/ Planner II	\$95.00
Botanist/Vegetation Ecologist/Biologist	\$95.00
EIT/Assistant Engineer	\$95.00
Environmental Planner I	\$85.00
GIS Technician	\$83.00
Staff Scientist, Designer or Planner I	\$77.00
Project Administrator	\$77.00
Clerical	\$60.00
Project Consumed Materials	cost + 10%
Rented Vehicles and Equipment	cost + 10%
Subconsultants/Subcontractors	cost + 10%
PCI-owned vehicle	\$75.00 per day
Employee-owned vehicle	IRS rate per mile
PCI-owned Survey or GPS Equipment	\$150.00 per day
Expenses	
Mileage, 2017 IRS rate	53.5 cents per mile
Reproduction and document delivery	At cost

Exhibit C

Estimated Breakdown of Costs

Tasks	Labor				Outside Services								ODCs		Total Fee	
	Project Manager	Project Assistant Engineer	Total Hours	Total Labor Costs (\$)	PCI	PCI	PCI	PCI	PCI	Balance Hydro	SUB	Subtotal	Sub Consultant Total Cost (C)	ODCs		Total ODCs (C)
	Christy Kennedy	Ian Jaffe			Project Principal	Registered Civil Engineer	EM/Assistant Engineer	Survey Equipment	PCI Vehicle							
Task 1: Project Management																
1.1 Project Coordination	40	24	64	\$14,624	\$2,400	\$2,340						\$2,760	\$5,338	\$0	\$0	\$20,062
1.2 O&M	2	2	4	\$264						\$2,400		\$2,400	\$2,640	\$0	\$0	\$3,584
Subtotal Task 1:	42	26	68	\$15,488	\$2,400	\$2,340	\$0	\$0	\$0	\$2,400	\$0	\$2,760	\$8,078	\$0	\$0	\$34,484
Task 2: Survey/Mapping/Analysis																
2.1 Survey/3D structures			0	\$0	\$1,200	\$8,940	\$40,000	\$7,000	\$1,200			\$50,570	\$28,227	\$0	\$0	\$28,227
2.2 Data processing			0	\$0	\$2,240	\$7,000						\$9,240	\$13,244	\$0	\$0	\$13,244
Subtotal Task 2:	0	0	0	\$0	\$3,440	\$15,940	\$47,000	\$7,000	\$1,200	\$0	\$0	\$60,410	\$41,471	\$0	\$0	\$77,481
TOTAL:	42	26	68	\$15,488	\$5,640	\$24,280	\$47,000	\$7,000	\$2,400	\$2,760	\$0	\$74,990	\$74,990	\$0	\$0	\$149,980

1. The individual hourly rates include salary, overhead and profit.
2. Subcontractors will be billed at actual cost plus 10%.
3. Other direct costs (ODCs) such as reproduction, delivery, mileage (where not be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
4. BMC reserves the right to equalize hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

Exhibit D

Figure 1A, Flood Zone 2A Study Area Map

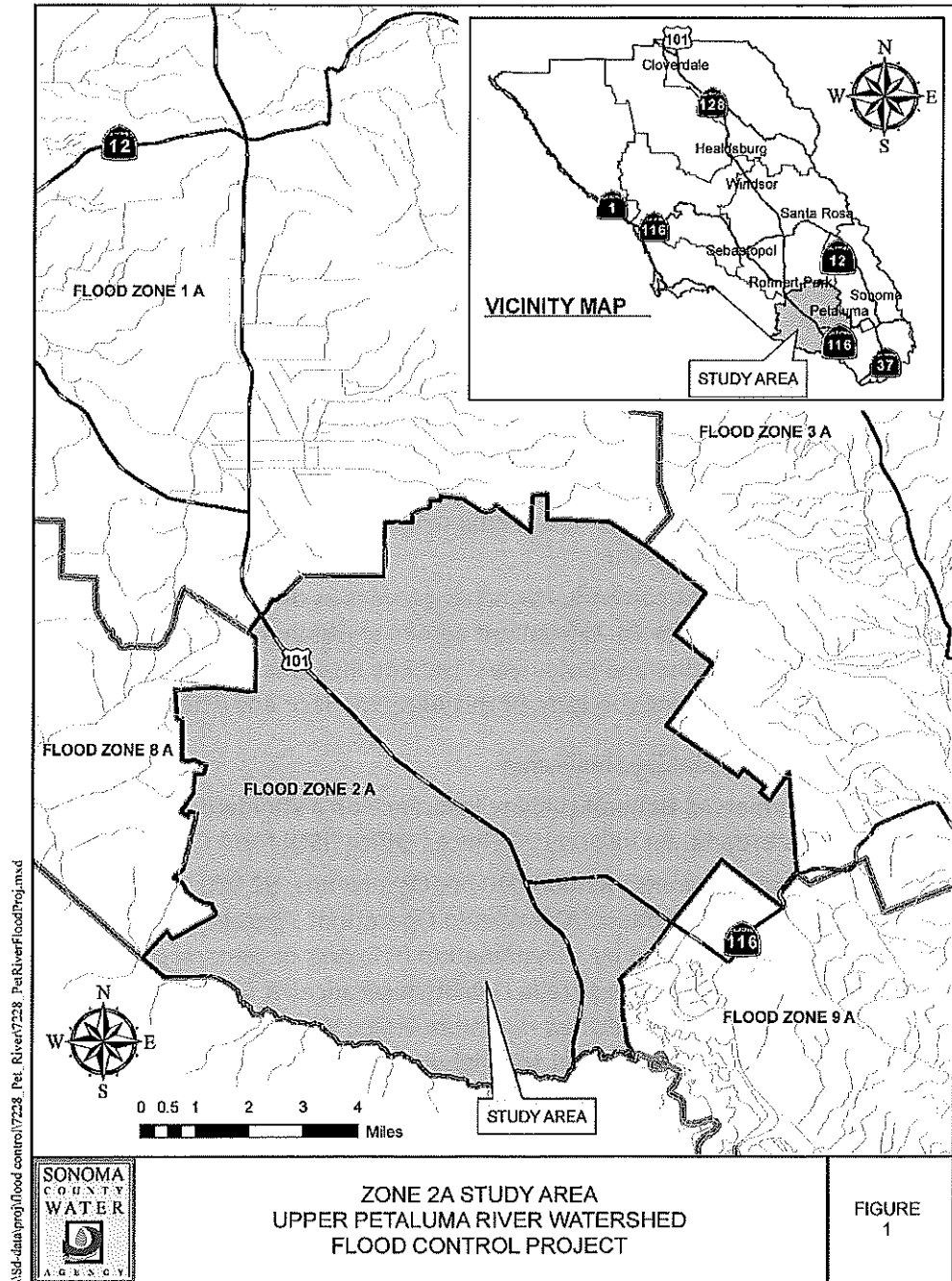


Exhibit E

Insurance Requirements

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

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

1. INSURANCE

1.1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

1.2. General Liability Insurance

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

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Water Agency.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance.

1.5. Standards for Insurance Companies

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

1.6. Documentation

- a. The Certificate of Insurance must include the following reference: TW 12/13-184.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Water Agency for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, or 1.4, above.
- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, its officers, agents, and employees, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.7. Policy Obligations

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

1.8. Material Breach

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



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph **B.** below applies,
 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance

CNA75079XX (1-15)

Page 1 of 2

Insured Name:

Policy No: 6014561812

Endorsement No: N/A

Effective Date: 2/23/17



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury** for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Policy # 6014561812 General Liability
Eff: 2/23/2017

Notice of Cancellation to Certificateholders

It is understood and agreed that:

If the Named Insured has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective. The number of days for such notice for nonpayment of premium will be 10 days.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.



Architects, Engineers and Surveyors General Liability Extension Endorsement

limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

*Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.*

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

- B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Susan Haydon/Joan Hultberg

Supervisory District(s):

Third

Title: Funding of Design for Copeland Creek

Recommended Actions:

Authorize Water Agency's General Manager to execute an agreement with the City of Rohnert Park for partial funding of the Copeland Creek Storm Water Detention Basin Project (Project) in the amount of \$250,000. The Water Agency is administering a Proposition 84 grant from the California Department of Water Resources (State); the Project is one of several funded by the State grant.

Executive Summary:

Under the proposed agreement, the City of Rohnert Park (City) will receive partial funding for the Copeland Creek Storm Water Detention Basin Project (Project) in the amount of \$250,000 from State grant funds. City will design a storm water detention basin east of Petaluma Hill Road in the Copeland Creek watershed on a parcel owned by the City and comply with environmental permit regulations and prepare documentation. The proposed basin will be designed to provide up to 200 acre feet of water storage capacity for benefits of stormwater management, habitat and sediment management. Grant funding for this portion of the Project is from the California Department of Water Resources, Proposition 84, pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. City will provide match funds to cover any additional or remaining costs of the design and permitting.

Discussion:

The basin would directly benefit the community by providing the planned flood protection and habitat and sediment management to the new mixed-use University District development and areas downstream. The design to 90% level and environmental compliance documentation is a grant deliverable and is due to the grantor at the beginning of 2018. Project schedule of work performance under this agreement will reflect the grant deliverable due date. This public-private partnership has three planned phases. The detention basin Project is the third phase. The first two phases of this multi-benefit storm water and enhancement project funded by the State grant involved (1) invasive plant removal and habitat restoration on Copeland Creek; and (2) sediment removal in Copland Creek to mitigate flooding and improve fish passage and water quality and have been completed.

The Sonoma County Water Agency (Water Agency), in partnership with the Sonoma County Agricultural Preservation & Open Space District, Sonoma County Regional Parks, the City of Rohnert Park, Sonoma State University, the Conservation Corps North Bay, and the University District, LLC, are participating in a regionally integrated program in the Copeland Creek Watershed between Highway 101 in Rohnert Park and east to Crane Creek Regional Park.

SERVICES TO BE PERFORMED

Under the proposed agreement, the City will prepare a storm water detention basin design to the 90% design level and advance the environmental compliance for a stormwater detention facility to be located in the alluvial fan east of Petaluma Hill Road with up to 200 acre feet in storage capacity. The funded portion of this Project will not exceed \$250,000; the term end date for the Agreement is December 31, 2019.

RECOMMENDATION

Water Agency staff recommends that the Board authorize the General Manager to execute an agreement with the City of Rohnert Park for partial funding to fulfill Water Agency’s grant requirements and advance the Project towards implementation.

Prior Board Actions:

05/11/2013: Adopted resolutions required by the granting agency authorizing the General Manager to execute a grant agreement and sub-recipient funding agreement.

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

County Goal 1: Safe, Healthy, and Caring Community

The Project directly supports desired outcomes of providing flood protection and stormwater detention to the City of Rohnert Park, Copeland Creek and environs.

Water Agency Flood Control Goals and Strategies, Goal 1: Maintain, operate, and modify flood protection facilities to meet current and future public needs. Project directly implements the flood protection goal through design and permitting of a stormwater detention facility to meet current needs in the City of Rohnert Park.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$250,000		
Additional Appropriation Requested			
Total Expenditures	\$250,000		
Funding Sources			
General Fund/WA GF			
State/Federal	\$250,000		
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$250,000		
Narrative Explanation of Fiscal Impacts:			
The California State Proposition 84 grant will provide \$250,000, and the remaining will come from match provided by City.			
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:			
Agreement			
Related Items “On File” with the Clerk of the Board:			
None			

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Creek_summ.docm

CF/15-1.4-21 Rohnert Park, City of (Agree for Funding for Design of
Copeland Creek Detention Basin Project) 16/17-065 (ID 6621

DRAFT Funding Agreement for Design of Copeland Creek Detention Basin Project

This agreement (“Agreement”) is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California (“Water Agency”), and **City of Rohnert Park** (“City”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 5 (Term of Agreement).

RECITALS

- A. City will receive partial funding for the Copeland Creek Detention Basin Project (Project) in the amount of \$250,000. City will design a storm water detention basin east of Petaluma Hill Road in the Copeland Creek watershed.
- B. This portion of the Project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by the State of California, Department of Water Resources .
- C. Exhibit F provides a location map of the proposed project site.
- D. City of Rohnert Park is bound through City entitlement agreements for development of the University District community to provide adequate storm management. Upstream detention of storm waters in the Copeland Creek watershed is planned and agreed to with Vast Oak Properties L.P. and University District LLC.
- E. City will prepare all appropriate environmental documents for the Project under the California Environmental Quality Act (CEQA). A certified CEQA EIR exists for the proposed project site location, however additional documentation and environmental regulatory compliance will be required to address the proposed detention basin design. The EIR was certified by the City of Rohnert Park on _____.
- F. Water Agency has completed a Basis of Design Report for stormwater a detention basin and submitted it to City.
- G. If implemented, the Project would be located on land across Petaluma Hill Road from Sonoma State University on Copeland Creek. In October, 2016, title to the 128 acre subject property was transferred from University District LLC to the City of Rohnert Park for purposes of constructing a stormwater detention basin.

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

AGREEMENT

1. RECITALS

1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
- a. Exhibit A: Project Description (TBD)
 - b. Exhibit B: Scope of Work
 - c. Exhibit C: Submittals/Schedule
 - d. Exhibit D: Standard Conditions from Grant Agreement No. 4600009714
 - e. Exhibit E: Insurance Requirements
 - f. Exhibit F: Map (TBD)

3. SCOPE OF SERVICES

- 3.1. *City's Specified Services:* City shall perform the services and submit the documents outlined in Exhibit B (Scope of Work) within the times or by the dates provided for in Exhibit B (Schedule and Submittals). In the event of a conflict between the body of this Agreement and Exhibit B, the provisions in the body of this Agreement shall control.
- 3.2. *Cooperation with Water Agency:* City shall cooperate with Water Agency in the performance of all work hereunder. City shall coordinate the work with Water Agency's Project Manager. Contact information and mailing addresses:

Water Agency	City
Project Manager: Susan Haydon 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Grant Manager: Joan Hultberg Phone: 707-547-1902 Email: Joan.Hultberg@scwa.ca.gov 404 Aviation Boulevard Santa Rosa, CA 95403-9019	Contact: Mary Grace Pawson Development Services Manager 130 Avram Avenue Rohnert Park, CA 94928 Phone: (707) 588-2234 Email: mpawson@rpcity.org Contact: Mary Grace Pawson
Remit invoices to: Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	Remit payments to: Same address as above

4. PAYMENT

- 4.1. *Total Amount to be Funded:* Total amount payable by Water Agency under this Agreement shall not exceed \$250,000.
- a. Project design tasks shall not exceed \$150,000.
 - b. CEQA tasks shall not exceed \$100,000.
- 4.2. *Invoices:* City shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Water Agency. The bills shall show or include:
- a. City name
 - b. Name of Agreement
 - c. Water Agency's Project-Activity Code: F0143C001
 - d. Task performed with an itemized description of services rendered by date
 - e. Summary of work performed by subconsultants
- 4.3. *Monthly Reports with Invoices:* Payment of invoices is subject to receipt of the monthly reports required under Task 2.3 of Exhibit B. Reporting for each month shall be provided to Water Agency on or before the 5th day of the following month.
- 4.4. Excess Costs: If the Project costs exceed the total amount authorized under this Agreement, City shall:
- a. not award the Project; or
 - b. fund Project costs in excess of the authorized amounts without additional contribution from Water Agency.
- 4.5. *State or Grant Funding:* City is informed and aware that this Agreement is funded by a grant from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by the State of California, Department of Water Resources.(award number 4600009714), which grant is conditioned upon various terms that apply to City. City has reviewed the grant award documents attached hereto as Exhibit D and hereby agrees to comply with them to the extent they apply to a subrecipient.

5. TERM OF AGREEMENT

- 5.1. The term of this Agreement shall be from April 1, 2017 ("Effective Date") to _____TBD_____, unless terminated earlier in accordance with the provisions of Article 6 (Termination).

6. TERMINATION

- 6.1. *Authority to Terminate:* At any time and without cause, Water Agency has the right, in its sole discretion, to terminate this Agreement by giving five calendar

days' written notice to City. In the event of such termination, Water Agency will pay City for services satisfactorily rendered to the date of termination. In addition, should City fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Water Agency may immediately terminate this Agreement by giving City written notice of such termination, stating the reason for termination. In the event of such termination, Water Agency will pay City for services satisfactorily rendered to the date of termination. However, Water Agency will deduct from such amount the amount of damage, if any, sustained by Water Agency by virtue of the breach of the Agreement by City. Water Agency's right to terminate may be exercised by Sonoma County Water Agency's General Manager.

- 6.2. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, City, within 14 days following the date of termination, shall deliver to Water Agency all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by City or City's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to Water Agency an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 6.3. *Termination for Non-Appropriation:* Water Agency may terminate this Agreement at any time, upon giving City thirty (30) days written notice, for any of the following reasons:
- a. Water Agency has exhausted all funds legally available for payments to become due under this Agreement;
 - b. Funds which have been appropriated for purposes of this Agreement are withheld and are not made available to Water Agency;
 - c. No appropriation of funds for payments has been made for purposes of this Agreement in the budget for the next fiscal year; or
 - d. An appropriation of funds for the next fiscal year has been made for purposes of this Agreement, but prior to actual release, such appropriation has been withdrawn.
- 6.4. *Change in Funding:* City understands and agrees that Water Agency shall have the right to terminate this Agreement immediately upon written notice to City in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which the Water Agency anticipated using to pay City for services provided under this Agreement or (2) Water Agency has exhausted all funds legally available for payments due under this Agreement.

7. INDEMNIFICATION

- 7.1. *Indemnification Obligation of City:* City agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency and

the State of California, and to indemnify, hold harmless, and release Sonoma County Water Agency and the State of California, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including City, that arise out of, pertain to, or relate to City's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. City agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency or the State of California based upon a claim relating to City's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. City's obligations under this Article 7 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency or the State of California, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency or the State of California. Sonoma County Water Agency and the State of California shall have the right to select their legal counsel at City's expense, subject to City's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for City or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

7.2. Indemnification Obligation of City's Consultants and Contractors:

- a. City shall include the following language in its Consultant and Contractor agreements:

Consultant/Contractor agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency and the State of California, and to indemnify, hold harmless, and release Sonoma County Water Agency and the State of California, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant/ Contractor, that arise out of, pertain to, or relate to Consultant's/ Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant/Contractor agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency and the State of California based upon a claim relating to Consultant's/Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's/Contractor's obligations under this Paragraph apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency or the State of California, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency or the State of California. Sonoma County Water Agency or the State of California shall have the right to select its legal counsel at Consultant's/Contractor's expense, subject to Consultant's/Contractor's approval, which shall not be unreasonably

withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant/Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

8. INSURANCE

8.1. With respect to performance of work under this Agreement, City shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit E (Insurance Requirements). City shall name the Sonoma County Water Agency and the State of California, their officers, agents, and employees, as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

9. AUTHORITY TO AMEND AGREEMENT

9.1. Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by the Water Agency's General Manager in a form approved by County Counsel.

9.2. *Records Maintenance:* City shall keep and maintain full and complete documentation and accounting records of all transactions in compliance with generally accepted accounting principles for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board and shall make such documents and records available to Water Agency and State of California for inspection at any reasonable time. City and its contractor or subcontractor shall maintain such records for a period of four (4) years following completion of work hereunder, or final billing, whichever comes later.

9.3. *Inspection:* Water Agency and State shall have the right to inspect the work being performed at any and all reasonable times, providing a minimum of 24-hour notice, during the term of this agreement. City acknowledges that Project documents may be subject to the Public Records Act (California Government Code Section 6250 et. seq.). Water Agency and State shall have the right to inspect these documents at any and all reasonable times after completion of the Project to ensure compliance with the terms and conditions of this Agreement. During regular office hours, Water Agency and State shall have the right to inspect and to make copies of any books, records, or reports of the City relating to this Grant Agreement. City shall maintain and shall make available at all times for such inspection accurate records of its costs, disbursements, and receipts with respect to its activities under this Agreement. Failure or refusal by City to comply with this provision shall be considered a breach of this Grant Agreement,

and Water Agency may withhold disbursements to City or take any other action it deems necessary to protect its interests.

- 9.4. *Statutory Compliance:* City agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 9.5. *Permits, Licenses, Approvals, And Legal Obligations:* City shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Agreement. City shall comply with the California Environmental Quality Act (PRC Section 21000 et seq.) and other applicable federal, State, and local laws, rules, and regulations, guidelines, and requirements prior to disbursement of funds under this Agreement. Without limiting the foregoing, City shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including but not limited to Section 1720 et seq. of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5), and payment of prevailing wages for work done under this Funding Agreement. Pursuant to the provisions of Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, Cal. Pub. Res. Code § 75076 et seq., the City must have a labor compliance program that meets the requirements of California Labor Code Section 1771.5.
- 9.6. *Workers' Compensation:* City affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and City affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- 9.7. *Nondiscrimination:* During the performance of this Agreement, City and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. City and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. City and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the

applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. City and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. City shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Agreement.

- 9.8. *Drug-Free Workplace Certification (Certification of Compliance):* By signing this Agreement, City, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
 - b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. City's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - c. Provide, as required by Government Code section 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Agreement:
 - i. Will receive a copy of City's drug-free policy statement, and
 - ii. Will agree to abide by terms of City's condition of employment, contract or subcontract.
- 9.9. *Operation and Maintenance:* City shall accept ownership and shall operate and maintain Project in perpetuity.

10. PREVAILING WAGES

- 10.1. *General:* City shall pay to any worker on the job for whom prevailing wages have been established an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Water Agency to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. City shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed, in addition to all other job site notices prescribed by regulation. Copies of the prevailing wage rate of per diem wages are on file at Water Agency and will be made available to any person upon request.
- 10.2. *Subcontracts:* City shall insert in every subcontract or other arrangement which City may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code section 1775(b)(1), City shall provide to each Subcontractor a copy of sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
- 10.3. *Compliance Monitoring and Registration:* This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. City shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code 1771.4 (a)(3)). City and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.
- 10.4. *Compliance with Law:* In addition to the above, City stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, section 16000, et seq.

11. MISCELLANEOUS PROVISIONS

- 11.1. *No Bottled Water:* In accordance with Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Water Agency funding shall be used to purchase single-serving, disposable water bottles for use in

Water Agency facilities or at Water Agency-sponsored events. This restriction shall not apply when potable water is not available.

- 11.2. *No Waiver of Breach:* The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 11.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. City and Water Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. City and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 11.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 11.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 11.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 11.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 11.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this

Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

11.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

/

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

TW 16/17-065

Reviewed as to funds:

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel

Approved as to form:

By: _____
_____ City Attorney

Insurance Documentation is on file with
Water Agency

Date/TW Initials: _____

Sonoma County Water Agency

City of Rohnert Park

By: _____
Grant Davis
Water Agency General Manager
Authorized per Water Agency's Board of
Directors Action on [April 25, 2017](#)

By: _____
_____ Mayor

Date: _____

Date: _____

Attest:

By: _____
_____ City Clerk

Exhibit A

Project Description

TBD

Exhibit B

Scope of Work

1. COMMENCEMENT OF WORK

- 1.1. City is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

2. GENERAL: DESIGN FOR STORMWATER DETENTION BASIN/GROUNDWATER RECHARGE FACILITY

- 2.1. Complete the 90% design and advance the environmental review for a stormwater detention basin to be located in the alluvial fan east of Petaluma Hill Road with up to 200 acre feet in storage capacity and up to 150 acre-feet annual groundwater recharge potential. .
- 2.2. Invite Water Agency engineering and environmental staff to key design review meetings at 30, 60 and 90 percent design milestones. Provide Water Agency an electronic copy of all relevant design documents and provide minutes of all design review milestone meetings.
- 2.3. Submit monthly reports with each invoice according to the content and format requirements outlined in the grant conditions described in Exhibit D.

3. CEQA DEVELOPMENT – STORMWATER DETENTION/BASIN

- 3.1. Environmental Documentation: Act as Lead Agency for the Project under the requirements of the California Environmental Quality Act (CEQA) and prepare all appropriate environmental documents. A certified CEQA EIR exists for the proposed site locations for the stormwater detention basin. Because the stormwater detention basin was not included in the CEQA project description, additional CEQA documentation is required.
- 3.2. Permits: Obtain any permits that may be necessary from utilities or regulatory agencies for construction of the Project.

4. SURVEY:

- 4.1. Survey: Conduct a land survey of proposed site locations to collect topographic data for design of the stormwater detention basin design, including all construction staking. Rights-of-Way: City has sole responsibility for acquiring any and all property rights as necessary for construction of the Project.

5. **DESIGN**

5.1. Design:

- a. Prepare Project design, as recommended in the Basis of Design Report.
- b. Identify and perform sufficient site investigation(s) for purpose of developing Project design.
- c. Prepare a detailed construction cost estimate for the Project broken down by bid item. Provide estimated quantities for unit priced items, as described in paragraph XX.
- d. Prepare a construction schedule showing the anticipated timeframe for completing construction of major units. Use a simple bar chart approach for each item and indicate the anticipated critical path of construction.

5.2. Additional Requirements:

- a. Identify requirements, if any, which Water Agency may not have identified. Applicable requirements include, but are not limited to provisions in the environmental documents, including the Mitigation Monitoring Plan (if applicable), permits (if applicable), right-of-way agreements, and local ordinances.
- b. Incorporate known applicable requirements into Project.

5.3. Design Stages and Meetings:

- a. Arrange, attend, prepare agendas for, and conduct meetings at each design stage.
- b. Prepare technical memorandum summarizing design parameters.
- c. At meetings, discuss the progress and direction of the design. Advise Water Agency in writing how Water Agency comments impact Project scheduling and cost.
- d. Prepare meeting minutes for each meeting.

6. **DRAFTING**

- 6.1. Prepare drawings necessary for bidding and construction of the Project. Include sufficient detail to describe construction of the Project and to allow receipt of bids from qualified contractors:

Exhibit C

Schedule and Submittals

1. GENERAL

1.1. Unless otherwise noted below, submit one electronic copy in PDF format (emailed or on CD) and three hard copies of each final submittal to Water Agency [District]. [This is the minimum for Central Records. PM to increase totals to include additional copies needed for PM, staff, or others.]

2. SCHEDULE AND SUBMITTALS

MILESTONE	DOCUMENTS TO BE SUBMITTED	DATE or CALENDAR DAYS
Kick-off Meeting Submittal	<ul style="list-style-type: none"> Email invite with 1 electronic copy of Kick-off meeting agenda Meeting Minutes (within 10 days of meeting date) 	TBD
30% Design Review Meeting	<ul style="list-style-type: none"> Email invite with 1 electronic copy of meeting agenda and relevant materials Meeting Minutes (within 10 days of meeting date) 	___TBD___ [date] [OR:] within ___ calendar days after _____
60% Design Review Meeting	<ul style="list-style-type: none"> Email invite with 1 electronic copy of meeting agenda and relevant materials Meeting Minutes (within 10 days of meeting date) 	September 30, 2017
90% Design Review Meeting	<ul style="list-style-type: none"> - Email invite with 1 electronic copy of meeting agenda and relevant materials Meeting Minutes (within 10 days of meeting date) 	December 31, 2018
90% Design Submittal	<ul style="list-style-type: none"> one electronic copy and three hard copies of drawings and specifications one electronic copy and three hard copies of drawings of technical memorandum summarizing design parameters one electronic copy and three hard copies of drawings revised Preliminary Statement of Probable Construction Costs one electronic copy and three hard copies of any additional technical studies (such as biological resources or geotechnical studies) 	January 31, 2018
(other deliverables)	Land Survey	January 31, 2018

MILESTONE	DOCUMENTS TO BE SUBMITTED	DATE or CALENDAR DAYS
	Summary report of Calculations, costs	January 31, 2018
	Permits, if any	(upon receipt)
	Agreements with subconsultants, if any	30 Days after Execution
	CEQA documentation	March 30, 2018
	Report with invoices	Monthly; before the 5th of each month

Exhibit D

Grant Documents

(ADD TO FINAL)

Exhibit E

Insurance Requirements

1. **SECTION I – INSURANCE TO BE MAINTAINED BY CITY OF ROHNERT PARK**

City of Rohnert Park shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for four years after all funds have been disbursed.

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

1.1. Workers Compensation and Employers Liability Insurance

- a. Required if City of Rohnert Park has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers' Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance
- e. If City of Rohnert Park currently has no employees as defined by the Labor Code of the State of California, City of Rohnert Park agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

1.2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If City of Rohnert Park maintains higher limits than the specified minimum limits, Water Agency requires and shall be entitled to coverage for the higher limits maintained by City of Rohnert Park.

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Water Agency. City of Rohnert Park is responsible for any deductible or self-insured retention and shall fund it upon Water Agency's written request, regardless of whether City of Rohnert Park has a claim against the insurance or is named as a party in any action involving the Water Agency.
- d. Sonoma County Water Agency, the State of California, their officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of City of Rohnert Park's ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy 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 Water Agency and City of Rohnert Park and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned vehicles if City of Rohnert Park owns vehicles.
- c. Insurance shall cover hired and non-owned vehicles.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Standards for Insurance Companies

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

1.5. Documentation

- a. The Certificate of Insurance must include the following reference: TW 16/17-065.
- b. City of Rohnert Park shall submit required Evidence of Insurance prior to the execution of this Agreement. City of Rohnert Park agrees to maintain current

Evidence of Insurance on file with Water Agency for the required period of insurance.

- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
- d. 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. City of Rohnert Park shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.6. Policy Obligations

- a. City of Rohnert Park's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

2. **SECTION II - INSURANCE TO BE MAINTAINED BY CITY OF ROHNERT PARK'S CONTRACTORS AND/OR CONSULTANTS**

TBD

Exhibit F

Location Map



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency and Russian River County Sanitation District

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Water Agency; Russian River County Sanitation District

Staff Name and Phone Number:

Jeffrey Boheim (707) 521-1810

Supervisorial District(s):

Fourth, Fifth

Title: Maintenance of 12kV Electrical Lines

Recommended Actions:

Authorize the Sonoma County Water Agency's General Manager to execute the As-Needed Agreement for Inspection, Maintenance, and Emergency Services for the 12kV Electrical Distribution Lines with Cal Electro, Inc. to provide service for 12kV electrical lines that deliver power needed for water production, increasing the amount by \$200,000, and extending the agreement term by three years for a new not-to-exceed agreement total of \$250,000 and end date of June 30, 2020.

Executive Summary:

Overhead electrical lines at Sonoma County Water Agency (Water Agency) facilities deliver power needed for water production. The lines require regular inspection and maintenance to ensure safety and to provide uninterrupted water delivery to 600,000 customers. The Water Agency contracts for these services. This item requests approval of an agreement with Cal Electro, Inc. to provide inspection, maintenance, and emergency services for these power line on an as-needed basis.

Discussion:

The 12kV power lines located at the Russian River Pumping Plant Facilities provide the Sonoma County Water Agency (Water Agency) with the power source required to deliver water to its customers. The 12kV power lines located at Warm Springs Dam Hydroelectric Plant are used to deliver the power generated from the hydroelectric facility to PG&E's interconnection point. The Water Agency owns a total of 4 miles of power lines.

Routine inspections, maintenance, recommendations, repairs, and emergency services will ensure that the power system is safe, and reduce the risk that the Water Agency's water transmission facilities will lose power. The Water Agency does not have the expertise and resources to conduct this work with in-house staff in a timely manner due to the specialized nature of the work and lack of available staff in the Water Agency's Electrical Section. The Water Agency therefore proposes to hire a contractor for this work.

The previous agreement for 12kV services had a term end date of December 2017. The principal at that company suddenly retired in October 2016 and closed the business; that agreement was terminated as a result and the Water Agency began a competitive selection process immediately to find a new service provider.

SELECTION PROCESS

A Request for Qualifications was issued on October 31, 2016. It was emailed to 10 firms, posted on the Water Agency website, and advertised and distributed through the County's Supplier Portal.

Four firms submitted statements of qualifications and were found to be qualified. These firms were included on a list of qualified consultants which may be used during the next three years for overhead electrical maintenance and repair services.

1. Cal Electro, Redding CA
2. Contra Costa Electric, Benicia, CA
3. Intren, Concord, CA
4. Vince Sigal Electric, Santa Rosa, CA

Cal Electro, Inc. (Service Provider) was selected to perform the work because it has the certified personnel and the specialized equipment required to maintain the power lines and the ability to provide the required emergency response.

Water Agency and Service Provider entered into an agreement for these services, dated 1/13/2017 in the amount of \$50,000. The agreement was needed immediately to respond to damage caused by January storms, so it was created with a low dollar amount and a short term to address those immediate needs, with the intention of amending and bringing a multi-year agreement to the Board.

SERVICES TO BE PERFORMED

Under the proposed Amended Agreement, the Service Provider will perform the 12kV line maintenance and repair services on a routine basis and will guarantee to respond to a 12kV line failure within a certain period of time.

The proposed amended agreement includes standard Living Wage Ordinance language.

The additional cost is \$200,000 for a new not-to-exceed agreement total of \$250,000. The new end date is 2/1/2020.

The total additional cost is \$200,000, allocated as follows: \$0 in fiscal year 2016/2017, \$100,000 in fiscal year 2017/2018, and \$100,000, in fiscal year 2018/2019. The new total agreement amount is \$250,000. The new end date is June 30, 2020. The funds will only be spent for actual services delivered on an as-needed basis. The later end date will provide flexibility to continue using the contract should all funds not be fully expended through fiscal year 2018/2019.

RECOMMENDATION

Water Agency staff recommends that the Board approve the proposed Amended Agreement to provide 12kV line maintenance and repair services on a routine basis in support of a consistent water supply.

Prior Board Actions:			
12/10/2013: Approved agreement between Water Agency and Pacheco Utility Line Builders for As-Needed Inspection, Maintenance, and Emergency Services for the 12kV Electrical Distribution Lines for Russian River Pumping Plants and Warm Springs Dam Hydroelectric Plant. Cost \$240,000; term end 12/31/2017.			
Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
Water Agency Water Supply Goals and Strategies, Goal 1: Work with Water Contractors to retain and improve the reliability of the water supply production and distribution systems, including during short-term emergencies, such as earthquakes, and during long-term challenges caused by extended droughts and global climate change.			
Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$0	\$100,000	\$100,000
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$0	\$100,000	\$100,000
Use of Fund Balance			
Contingencies			
Total Sources	\$0	\$100,000	\$100,000
Narrative Explanation of Fiscal Impacts:			
No funding is required for FY 2016/2017, with services covered under the initial \$50,000 contract. For FY 2017/2018 and 2018/2019, appropriations will be budgeted in those fiscal years for the Warm Springs Dam and Wohler Mirabel 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:
Amended Agreement
Related Items "On File" with the Clerk of the Board:

SCH:04-25-2017 WA Maintenanceof 12kV Electrical Lines_summ.docm

CF/0-0-21 Cal Electro, Inc. (Agree for As-Needed Inspection, Maintenance, and Emergency Services for 12kV Electrical Distribution Lines) 16/17-084 (ID 6656)

First Amended Agreement for As-Needed Inspection, Maintenance, and Emergency Services for 12kV Electrical Distribution Lines

This first amended agreement (“First Amended Agreement” or “Agreement”) is by and between **Sonoma County Water Agency and Russian River County Sanitation District**, (collectively referred to as “Water Agency”) and **Cal Electro Inc.**, a California corporation (“Service Provider”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 7 (Term of Agreement).

RECITALS

- A. Service Provider represents that it is duly qualified, licensed, and experienced in repair and maintenance of 12kV electrical distribution systems and related services.
- B. The 12 kV distribution lines located at the Russian River Pumping Plant facility provide the Water Agency with the power source required to deliver water to its customers.
- C. The 12 kV distribution lines located at the Warm Springs Dam Hydroelectric Plant facility are used to deliver the power generated from the hydroelectric plant to PG&E’s interconnection point.
- D. It is necessary to employ the Service Provider to ensure electrical service reliability for these and other 12kV distribution lines
- E. Sonoma County Water Agency operates the Russian River County Sanitation District (“District”) under contract with District. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of the District.
- F. Water Agency and Service Provider first entered into this Agreement on January 13, 2017 (“Original Agreement”). An immediate agreement was needed to respond to storm damage at Water Agency facilities.
- G. The agreement is being amended to add time and money in order to provide ongoing routine maintenance over the course of the next three years, in addition to repairs or emergency response.
- H. This First Amended Agreement supersedes all previous agreements between the parties.

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

A G R E E M E N T

1. RECITALS

1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

2.1. The following exhibits are attached hereto and incorporated herein:

- a. Exhibit A: Agreement Memorandum
- b. Exhibit B: Scope of Work
- c. Exhibit C: Schedule of Costs
- d. Exhibit D: Insurance Requirements

3. WATER AGENCY'S REQUEST FOR SERVICES

3.1. *Initiation Conference:* The Water Agency's Agreement Administrator, Jeffrey Boheim, will initiate all requests for services through an Initiation Conference, which may be in person, by telephone, or by email. During the Initiation Conference, the Project Manager and Service Provider will establish and agree on the project information shown in Exhibit A (Agreement Memorandum).

3.2. *Agreement Memorandum:* Water Agency will prepare an Agreement Memorandum setting forth the terms for the subject project as established during the Initiation Conference. The Agreement Memorandum will be in the form as set forth in Exhibit A and will be executed by both parties prior to commencement of work.

3.3. *Amount of Work:* Water Agency does not guarantee a minimum or maximum amount of work. However, the amount of work (including materials) under any single Agreement Memorandum shall not exceed \$40,000, unless approved by County Counsel.

4. SCOPE OF SERVICES

4.1. *Service Provider's Specified Services:* Service Provider shall perform the services listed in Exhibit B (Scope of Work) or as requested in the Agreement Memorandum, within the times or by the dates provided in the Agreement Memorandum and pursuant to Article 11 (Prosecution of Work). Service Provider shall provide all necessary manpower and equipment required to carry out the requested services in a professional and expeditious manner.

4.2. *Funding Requirements:* Work under this Agreement may, on occasion, be funded with state, federal, or other funding. On these occasions, the funding entity may impose additional requirements that Service Provider must satisfy. Such requirements will be included in the Agreement Memorandum. By signing the Agreement Memorandum, Service Provider agrees that it will adhere to such

requirements in connection with its performance of services, in addition to all of the requirements of this Agreement. In the event of a conflict between a requirement imposed by a funding agency and a requirement of this Agreement, the more stringent requirement shall apply.

4.3. *Contact Information:*

Water Agency	Service Provider
Agreement Administrator: Jeffrey Boheim 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-495-6023 Email: Jeffrey Boheim	Contact: Clint Meissner 3710 Electro Way Redding, CA 96002 Phone: 530-223-5937 Email: clint@calelectroinc.com
Remit invoices to: Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	Remit payments to: Same address as above

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

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

4.6. *Assigned Personnel:*

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

- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Water Agency to be key personnel whose services were a material inducement to Water Agency to enter into this Agreement, and without whose services Water Agency would not have entered into this Agreement. Service Provider shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Water Agency.
- c. Key personnel shall be as listed in the applicable Agreement Memorandum.
- d. In the event that any of Service Provider's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Service Provider's control, Service Provider shall be responsible for timely provision of adequately qualified replacements.

5. **SAFETY**

- 5.1. *Site Safety Officer.* Prior to commencement of work, Service Provider shall designate a Site Safety Officer (SSO) and alternate SSO for this work and shall provide the names, telephone and/or cellular/pager numbers of both SSOs to Project Manager. Both SSOs shall be employees of Service Provider.
- 5.2. *Safety Orders.* All work shall be performed in accordance with the California Code of Regulations (CCR) Title 8, Division 1, Chapter 4 - Industrial Safety Orders and all other applicable laws to ensure the safety of the public and those performing the work.
- 5.3. *Safety Plan and Program.*
 - a. *Scope:* Service Provider shall furnish a copy of an Injury and Illness Prevention Program (IIPP), and a Site-Specific Safety and Health Plan (SSHP, for this work. Service Provider shall also provide copies of applicable Material Safety Data Sheets and information regarding the SSO as described below. All plans, programs, and other information described herein shall be furnished to Water Agency's Project Manager prior to commencement of work.
 - b. *Injury and Illness Prevention Program:* Service Provider's IIPP shall conform with the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (Section 6401.7).
 - c. *Site-Specific Safety and Health Plan and Monitoring:* The SSHP shall describe health and safety procedures to be implemented during all phases of work in order to ensure safety of the public and those performing the work. The SSHP shall be modeled after the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b)(4).
 - d. *High Voltage Work Area:* Service Provider shall ensure that personnel working within the high voltage contract area are certified for high voltage electric line work as through an approved "State of California Division of

Apprentice Standards” certification program and/or its equivalent in another state and/or its equivalent through a trade union such as the International Brotherhood of Electrical Workers (IBEW). Work shall conform to the California Division of Industrial Safety.

6. **PAYMENT**

- 6.1. *Total Costs:* Total costs under this Agreement shall not exceed \$250,000.
 - a. Task Limit: The amount of work (including materials) under any single Agreement Memorandum shall not exceed \$40,000 unless approved by County Counsel.
- 6.2. *Method of Payment:* Service Provider shall be paid in accordance with the following terms:
 - a. Service Provider shall be paid in accordance with Exhibit C (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit C. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 6.3. *Invoices:* Service Provider shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Water Agency. The bills shall show or include:
 - a. Service Provider name
 - b. Name of Agreement
 - c. Water Agency’s Project-Activity Code as listed in the applicable Agreement Memorandum.
 - d. Task performed with an itemized description of services rendered by date
 - e. Time in quarter hours devoted to the task
 - f. Hourly rate or rates of the persons performing the task
 - g. Summary of work performed by subconsultants, as described in Paragraph 16.4
 - h. List of reimbursable materials and expenses
 - i. Copies of receipts for reimbursable materials and expenses
- 6.4. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Water Agency business after presentation of an invoice in a form approved by Water Agency for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Water Agency.
- 6.5. *Taxes Withheld by Water Agency:*
 - a. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the Water Agency shall withhold seven percent of the income paid to Service

Provider for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Service Provider does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

- b. If Service Provider does not qualify, as described in Paragraph 6.5.a, Water Agency requires that a completed and signed Form 587 be provided by Service Provider in order for payments to be made. If Service Provider is qualified, as described in Paragraph 6.5.a, then Water Agency requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Service Provider agrees to promptly notify Water Agency of any changes in the facts. Forms should be sent to Water Agency pursuant to Article 17 of this Agreement. To reduce the amount withheld, Service Provider has the option to provide Water Agency with either a full or partial waiver from the State of California.

6.6. *Funding:*

- a. Funding for this Agreement is as follows:

<i>Current Fiscal Year</i>	<i>Budgeted Appropriation</i>
2016/2017	\$0
<i>Subsequent Fiscal Years</i>	<i>Planned Appropriation</i>
2017/2018	\$100,000
2018/2019	\$100,000

- b. Availability of Funding in Subsequent Fiscal Years:
 - i. Water Agency’s performance under this Agreement in subsequent years is contingent upon appropriation of funds by Water Agency’s Board of Directors. Water Agency shall have no liability under this Agreement if sufficient funds are not appropriated in subsequent fiscal years by Water Agency’s Board of Directors for the purpose of this Agreement.
 - ii. If funding for this Agreement for any fiscal year is reduced or eliminated by Water Agency’s Board of Directors, Water Agency shall have the option to either terminate this Agreement in accordance with Article 8 (Termination) or offer an amendment to Consultant to reflect the reduced amount.

7. TERM OF AGREEMENT

- 7.1. This Agreement is effective on January 17, 2017, and shall remain in effect until depletion of the not-to-exceed amount listed in Paragraph 6.1, or until June 30,

2020, whichever occurs first, unless terminated earlier in accordance with the provisions of Article 8 (Termination).

8. TERMINATION

- 8.1. *Authority to Terminate:* Water Agency's right to terminate may be exercised by Water Agency's General Manager.
- 8.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Water Agency shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Service Provider.
- 8.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Service Provider fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Water Agency may immediately terminate this Agreement by giving Service Provider written notice of such termination, stating the reason for termination.
- 8.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Service Provider, within 14 days following the date of termination, shall deliver to Water Agency all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Service Provider or Service Provider's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 13.10 and shall submit to Water Agency an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 8.5. *Payment Upon Termination:* Upon termination of this Agreement by Water Agency, Service Provider shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Service Provider bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Service Provider shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Water Agency terminates the Agreement for cause pursuant to Paragraph 8.3, Water Agency shall deduct from such amounts the amount of damage, if any, sustained by Water Agency by virtue of the breach of the Agreement by Service Provider.

9. INDEMNIFICATION

9.1. Service Provider agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency and Russian River County Sanitation District, and to indemnify, hold harmless, and release Sonoma County Water Agency and Russian River County Sanitation District, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Service Provider, that arise out of, pertain to, or relate to Service Provider's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Service Provider agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency or Russian River County Sanitation District based upon a claim relating to Service Provider's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Service Provider's obligations under this Article 9 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency or Russian River County Sanitation District, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency or Russian River County Sanitation District. Sonoma County Water Agency and Russian River County Sanitation District shall have the right to select their legal counsel at Service Provider's expense, subject to Service Provider's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Service Provider or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

10. INSURANCE

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

11. PROSECUTION OF WORK

- 11.1. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Service Provider's performance of this Agreement shall be extended by a number of days equal to the number of days Service Provider has been delayed.
- 11.2. When work is requested of Service Provider by Water Agency, all due diligence shall be exercised and the work accomplished without undue delay, within the performance time specified in the Agreement Memorandum(s).

12. EXTRA OR CHANGED WORK

12.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by the Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Water Agency personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Service Provider to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Service Provider shall be entitled to no compensation whatsoever for the performance of such work. Service Provider further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Water Agency.

13. REPRESENTATIONS OF SERVICE PROVIDER

- 13.1. *Status of Service Provider:* The parties intend that Service Provider, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Service Provider is not to be considered an agent or employee of Water Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Water Agency provides its employees. In the event Water Agency exercises its right to terminate this Agreement pursuant to Article 8 (Termination), Service Provider expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 13.2. *Communication with Water Agency's Contractor:* All communication shall be between Service Provider and Water Agency. Service Provider shall have no authority to act on behalf of Water Agency, to stop work, to interpret conditions of the construction contract, or to give direction to Water Agency's contractor.
- 13.3. *No Suspension or Debarment:* Service Provider warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Service Provider also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
- 13.4. *Taxes:* Service Provider agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not

limited to, state and federal income and FICA taxes. Service Provider agrees to indemnify and hold Water Agency harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Service Provider's failure to pay, when due, all such taxes and obligations. In case Water Agency is audited for compliance regarding any withholding or other applicable taxes, Service Provider agrees to furnish Water Agency with proof of payment of taxes on these earnings.

- 13.5. *Records Maintenance:* Service Provider shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Water Agency for inspection at any reasonable time. Service Provider shall maintain such records for a period of four (4) years following completion of work hereunder.
- 13.6. *Conflict of Interest:* Service Provider covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Service Provider further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Water Agency, Service Provider shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Water Agency within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 13.7. *Statutory Compliance/Living Wage Ordinance:* Service Provider agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Service Provider expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 13.8. *Nondiscrimination:* Service Provider shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

- 13.9. *Assignment of Rights:* Service Provider assigns to Water Agency all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Service Provider in connection with this Agreement. Service Provider agrees to take such actions as are necessary to protect the rights assigned to Water Agency in this Agreement, and to refrain from taking any action which would impair those rights. Service Provider's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Water Agency may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Water Agency. Service Provider shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Water Agency.
- 13.10. *Ownership of Work Product:* All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Service Provider or Service Provider's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of Water Agency. Service Provider shall deliver such materials to Water Agency upon request in their final form and format. Such materials shall be and will remain the property of Water Agency without restriction or limitation. Document drafts, notes, and emails of Service Provider and Service Provider's subcontractors, consultants, and other agents shall remain the property of those persons or entities.
- 13.11. *District Liability:* District is a separate legal entity from Sonoma County Water Agency, operated under contract by Sonoma County Water Agency. To the extent any work under this Agreement relates to District activities, Service Provider shall be paid exclusively from District funds. Service Provider agrees that it shall make no claim for compensation for Service Provider's services against Sonoma County Water Agency funds and expressly waives any right to be compensated from other funds available to Sonoma County Water Agency.

14. PREVAILING WAGES

- 14.1. *General:* Service Provider shall pay to any worker on the job for whom prevailing wages have been established an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Water Agency to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Service Provider shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed, in addition to

all other job site notices prescribed by regulation. Copies of the prevailing wage rate of per diem wages are on file at Water Agency and will be made available to any person upon request.

- 14.2. *Compliance Monitoring and Registration:* This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Service Provider shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code section 1771.4(a)(3)). Service Provider and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.
- 14.3. *Subcontracts:* Service Provider shall insert in every subcontract or other arrangement which Service Provider may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Service Provider shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
- 14.4. *Compliance with Law:* Service Provider stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.

15. DEMAND FOR ASSURANCE

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

aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 14 limits Water Agency's right to terminate this Agreement pursuant to Article 8 (Termination).

16. ASSIGNMENT AND DELEGATION

- 16.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 16.2. *Subcontracts:* Notwithstanding the foregoing, Service Provider may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.
- 16.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 16.2 will be utilized, Service Provider may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph. The following provisions apply to any subcontract entered into by Service Provider other than those listed in Paragraph 16.2 above:
- a. Prior to entering into any contract with subconsultant, Service Provider shall obtain Water Agency approval of subconsultant. Water Agency's Board of Directors must approve the selection of any subconsultant if the amount payable to subconsultant under the agreement exceeds \$25,000. In connection with such approval, Service Provider shall provide Water Agency with copies of the responses to Service Provider's Request for Proposals (RFP) to subconsultants, the names of key personnel who will be performing work under the agreement, and an explanation of Service Provider's reasons for choosing the recommended subconsultant based upon the criteria in the RFP.
 - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Water Agency in substantially the same form as that contained in Article 9, (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.
- 16.4. *Summary of Subconsultants' Work:* Service Provider shall provide Water Agency with a summary of work performed by subconsultants with each invoice submitted under Paragraph 6.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

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

- 17.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 4.2.
- 17.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 17.

18. MISCELLANEOUS PROVISIONS

- 18.1. *No Bottled Water:* In accordance with Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Water Agency funding shall be used to purchase single-serving, disposable water bottles for use in Water Agency facilities or at Water Agency-sponsored events. This restriction shall not apply when potable water is not available.
- 18.2. *No Waiver of Breach:* The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 18.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Service Provider and Water Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Service Provider and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- 18.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 18.5. *No Third-Party Beneficiaries:* Except as provided in Article 9 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 18.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 18.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 18.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 18.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 18.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

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

Reviewed as to funds:

TW 16/17-084A

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____
Lisa Pheatt, Deputy County Counsel

Insurance Documentation is on file with
Water Agency

Date/TW Initials: jlw 2/17/2017

Sonoma County Water Agency

Cal Electro Inc., a California corporation

By: _____
Grant Davis
Water Agency General Manager
Authorized per Water Agency's Board of
Directors Action on April 25, 2017

By: _____

Clint Meissner, Vice President

Date: _____

Date: _____

Exhibit A

Agreement Memorandum No. _____

TW 16/17-084A

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

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

Cal Electro Inc.

- Sonoma County Water Agency
- Russian River County Sanitation District

By: _____

Reviewed by Project Manager:

Title: _____

By: _____

Date: _____

By: _____
Jeffrey Boheim, Agreement Administrator

Date: _____

Water Agency copies to:
Accounting and Records
Joan Hultberg

Reviewed by Counsel (required if over \$40,000):

By: _____
_____, Deputy County Counsel

Exhibit B

Scope of Work

1. **COMMENCEMENT OF WORK**

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

2. **GENERAL**

- 2.1. **Coordination**: Coordinate the work with the Water Agency's Agreement Administrator, or with Operations and Maintenance Department as directed by the Agreement Memorandum. Service provider shall be accompanied by Water Agency personnel at all time when on Water Agency property.

- 2.2. **Items to be provided by Water Agency**:

- a. Single line schematic of the Russian River Pumping Plant facility's electrical distribution line
- b. Single line schematic of the Warm Springs Dam Hydroelectric Plant facility's electrical distribution line
- c. Parts to be installed, as agreed upon in writing by Water Agency and Service Provider.

- 2.3. **Assistance from Water Agency**: Planned shutdowns of equipment will be performed by Water Agency. Water Agency will schedule shutdowns between 7 a.m. and 5:30 p.m., Monday through Thursday. Maintenance will be scheduled by the Water Agency.

- a. Upon 48-hour notice (business days) Service Provider will make equipment available for maintenance and repair, including removing equipment from service, to permit continuous progression of work.
- b. Stand-by or delays, which are out of the control of Service Provider (as mutually agreed upon by Service Provider and Water Agency), will be charged at published service rates plus applicable expenses as shown in Exhibit C.
- c. Water Agency is responsible for maintaining power to vital or necessary plant equipment and processes.
- d. Water Agency will coordinate outages and perform switching to de-energize/isolate equipment to be serviced.

- 2.4. **Areas of Responsibility**: Service Provider's responsibility for maintenance of the Water Agency's facilities shall include overhead 12kV distribution lines, associated equipment, 12kV underground risers, and 12kV underground distribution lines up to and stopping at the terminal pads of the Water Agency's transformers. Contact the Water Agency if, in an emergency call out situation,

the Service Provider determines that the cause of the problem is related to facilities maintained by Water Agency personnel.

2.5. Repairs: As requested in writing by Water Agency.

3. **TASKS**

Requested services may include, but are not limited to, the following:

3.1. Task 1: Inspections

a. Provide a minimum of two (2) complete inspections each year of the facilities (early spring and fall, as directed by Water Agency's Project Manager) performed by Service Provider's foreman or other qualified representative, at the location listed on the appropriate Agreement Memorandum, by visually inspecting the overall distribution line and appurtenances, including but not limited to:

- i. 12kV overhead and underground voltage conductors
- ii. pole integrity for damage from environment or animals
- iii. guys
- iv. bonding straps and staples
- v. fuses
- vi. inspect hardware at pole switches

3.2. Task 2: Inventory: Provide Water Agency with a list of parts necessary to maintain the distribution lines and indicate what parts the Service Provider has in stock and what parts the Water Agency must maintain in inventory.

3.3. Task 3: Preventative Maintenance

- a. Hardware: Upon inspection, tighten ridge pins, electrical connections, PVC straps, and bolts, as needed.
- b. Insulators: Clean insulators as specified per manufacturer once per year in addition to spot cleaning, as necessary, to mitigate insulator pollution such as tree sap or bird droppings
- c. Notify Water Agency of any immediate concerns in the system.

3.4. Task 4: Status Reports:

- a. Conduct inspections as described in Task 1: Inspections, above, in the early spring and fall of each year and submit a status report for each inspection to the Water Agency, detailing the results of each inspection and repairs completed, if any.
- b. Provide Water Agency with a list of necessary and recommended repairs or testing.
- c. Submit reports within seven (7) calendar days of completion of each inspection

3.5. Task 5: Emergency Service and Repair:

- a. Provide 24-hour per-day, 365-day-per-year emergency service and repair of Water Agency's distribution lines at no additional cost beyond the rates shown in Exhibit C.
 - b. Respond on site to emergencies involving the Water Agency facilities at the Russian River Pumping Plant facility or Warm Springs Dam Hydroelectric Plan facility within six hours of Water Agency notification.
- 3.6. Task 6 : Additional Service: Repair, replace, and install new equipment as requested in writing by Water Agency's Project Manager.
- a. Perform additional services as requested by Water Agency to support maintenance and upgrades. The additional services will be agreed to by Service Provider and Water Agency and described in the Agreement Memorandum by Water Agency.
- 3.7. Deliverables: Submit one electronic copy in PDF format (emailed or on CD) and four hard copies of each final deliverable (reports, lists of necessary parts, tests, repairs, or similar items, to Water Agency.

Exhibit C

Schedule of Costs

RATE SCHEDULE	
CRAFT	TOTAL COSTS PER HOUR-NO EXPENSES
ELECTRICIAN	\$152.40
LINEMAN	\$161.76
GROUNDMAN	\$108.12
OPERATOR	\$156.24

EQUIPMENT	
BUCKET TRUCK 55'	\$45.00
BUCKET TRUCK 35'	\$37.00
LINE TRUCK	\$43.00
PICKUP TRUCK	\$18.00
ONE TON UTILITY TRUCK	\$26.00
HOGG DAVIS PULLER	\$36.00

Exhibit D

Insurance Requirements

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

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

1. INSURANCE

- 1.1. Workers Compensation and Employers Liability Insurance
 - a. Required if Service Provider has employees as defined by the Labor Code of the State of California.
 - b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 - c. Employers' Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 - d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Water Agency.
 - e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement and
 - ii. Certificate of Insurance
 - f. If Service Provider currently has no employees as defined by the Labor Code of the State of California, Service Provider agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.
- 1.2. General Liability Insurance
 - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
 - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be satisfied by a combination of General Liability Insurance and either

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

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by Water Agency. Service Provider is responsible for any deductible or self-insured retention and shall fund it upon Water Agency's written request, regardless of whether Service Provider has a claim against the insurance or is named as a party in any action involving the Water Agency.
- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. Sonoma County Water Agency and Russian River County Sanitation District and their officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Service Provider in the performance of this Agreement. The foregoing shall continue to be additional insureds for (1) year after completion of the Work under this Agreement.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Water Agency.
- i. The policy shall cover inter-insured suits between the additional insureds and Service Provider and include a "separation of insureds" or "severability" clause which treats each insured separately.
- j. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Service Provider currently owns no autos, Service Provider agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.

d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Standards for Insurance Companies

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

1.5. Documentation

a. The Certificate of Insurance must include the following reference: TW 16/17-084A.

b. Service Provider shall submit all required Evidence of Insurance prior to the execution of this Agreement. Service Provider agrees to maintain current Evidence of Insurance on file with Water Agency as specified in Sections 1.1, 1.2, or 1.3 above for the required period of insurance.

c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: , Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.

Service Provider shall submit Required Evidence of Insurance for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.



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: April 25, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Chase Takajo 521-1872

Supervisorial District(s):

Second

Title: Petaluma Watershed Trash Cleanup

Recommended Actions:

Authorize the Water Agency's General Manager to execute an agreement with Friends of the Petaluma River for watershed trash cleanup events through March 31, 2019, in the amount of \$42,400.

Executive Summary:

This agenda item authorizes funding for the watershed cleanup events organized by Friends of the Petaluma River to clear trash and debris from creeks in the Petaluma Watershed. These cleanup events help improve flood conveyance and local habitat, keep oceans and beaches clean, and promote community awareness of watershed issues.

Discussion:

Since 2009, the Sonoma County Water Agency (Water Agency) has partnered with local governmental and volunteer stakeholders to conduct trash cleanup events to clear trash and debris from creeks to improve water quality, flood conveyance, and keep oceans and beaches clean. These events are also intended to increase awareness of watershed issues in the community and foster civic responsibility for maintaining creeks.

Over the past two years the partnership between the Water Agency and the Friends of the Petaluma River has been very successful. During the four cleanup events sponsored by the Water Agency, 790 volunteers helped remove over 13,000 pounds of garbage and debris out of the Petaluma River Watershed. The trash cleanup events also provide education to volunteers on watershed awareness and conservation.

WORK UNDER THE AGREEMENT

Under the proposed agreement, Friends of the Petaluma River will coordinate with the City of Petaluma, the Sonoma Resource Conservation District, and other watershed stakeholder groups to identify sites, conduct community outreach, garner volunteers, staff events, and conduct trash cleanup events at approximately six sites throughout the Petaluma River Watershed, with one event occurring each fall and spring during 2017 and 2018. In addition, Friends of the Petaluma River will provide the Water Agency

with progress reports after each event and will present a final report to the Zone 2A Advisory Committee after all events are completed.

The proposed agreement includes standard Living Wage Ordinance language.

The cost of funding will not exceed \$42,400; the term end date is March 31, 2019.

RECOMMENDATION

Water Agency staff recommends that the Board authorize the Water Agency's General Manager to execute an agreement with Friends of the Petaluma River for watershed trash cleanup events through March 31, 2019 in the amount of \$42,400. Action would improve water quality and flood conveyance in watersheds and keep oceans and beaches clean, as well as promote awareness of watershed issues in the community.

Prior Board Actions:

4/15/2015: Approved agreement between Water Agency and Friends of the Petaluma River for Fall and Spring Petaluma Watershed Trash Cleanups. Cost \$37,750; term end 3/31/17.

5/11/2012: Approved agreement between Water Agency and Southern Sonoma County Resource Conservation District for Petaluma Watershed Fall Trash Cleanups. Cost \$25,000; term end 12/31/2014.

11/17/2009: Approved agreement between Water Agency and Southern Sonoma County Resource Conservation District for Petaluma Watershed Fall Trash Cleanups. Cost \$28,000; term end 12/31/2011.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

County Goal 2: Economic and Environmental Stewardship
Promotes awareness of watershed issues in the community and fosters civic responsibility for maintaining creeks.

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

Clearing trash and debris from creeks helps to improve water quality and flood conveyance in watersheds.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$42,400		
Additional Appropriation Requested			
Total Expenditures	\$42,400		
Funding Sources			
General Fund/WA GF	\$0		
State/Federal			
Fees/Other	\$42,400		
Use of Fund Balance			
Contingencies			
Total Sources	\$42,400		
Narrative Explanation of Fiscal Impacts:			
Budgeted amount of \$42,400 is available from FY 2016/2017 appropriations for the Petaluma Zone 2A Flood Control Fund, which is funded by property tax. 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):			
Attachments:			
Agreement			
Related Items "On File" with the Clerk of the Board:			
None			

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CF/15-2-21 Friends of the Petaluma River (Agree for Funding of Petaluma Watershed Trash Cleanups) 16/17-069 (ID 6649)

Agreement for Funding of the Friends of the Petaluma River Trash Cleanups

This agreement (“Agreement”) is by and between **Sonoma County Water Agency** a body corporate and politic of the State of California (“Water Agency”) and **Friends of the Petaluma River**, a non-profit California corporation (“Recipient”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 6 (Term of Agreement).

RECITALS

- A. The Petaluma River Watershed Trash Cleanup Events (Project) will provide trash removal at approximately six sites throughout the Petaluma Watershed with one event each fall and spring over two years. A description of the Project is included in Exhibit A.
- B. The purpose of the Project is to clear out trash and debris in creeks to improve water quality and flood conveyance and keep oceans and beaches clean. The Project is also intended to increase awareness of watershed issues in the community and foster civic responsibility for maintaining creeks.
- C. Recipient will coordinate with Sonoma Resource Conservation District, City of Petaluma, and other watershed stakeholder groups (Project Partners) to identify the sites, conduct community outreach, garner volunteers, staff events, and conduct the cleanups.

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

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
 - a. Exhibit A: Project Description
 - b. Exhibit B: Authorized Expenses
 - c. Exhibit C: Insurance Requirements

3. COORDINATION

- 3.1. Cooperation with Water Agency. Recipient shall coordinate the work with Water Agency’s Project Manager. Contact information and mailing addresses:

Water Agency	Recipient
Project Manager: Chase Takajo 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-521-1872 Email: chase.takajo@scwa.ca.gov	Contact: Stephanie Bastianon 260 H North Water Street Petaluma, CA 94952 Phone: 707-763-7756 Email: Stephanie@friendsofthepetalumariver.org
Remit invoices to: Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	Remit payments to: Attn: Accounts Receivable Same address as above

4. RECIPIENT’S RESPONSIBILITIES

Recipient shall complete the following:

- 4.1. General. Recipient agrees to perform all work in accordance with the requirements of applicable federal, state, and local laws.
- 4.2. Scope of Work. See Exhibit A.
- 4.3. Authorized Expenses. Authorized expenses for funding by Water Agency are listed in Exhibit B.
- 4.4. Content Online Accessibility.
 - a. *Accessibility*: Water Agency policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
 - b. *Standards*: Those responsible for preparing content intended for use or publication on a Water Agency/County-managed or Water Agency/County-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Water Agency’s Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.
 - c. *Certification*: With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Recipient shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
 - d. *Alternate Format*: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Recipient shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Recipient agrees to cooperate with Water Agency staff in the development of alternate document formats to

maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.

- e. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Water Agency's Web Site Accessibility Policy shall be the responsibility of Recipient. If Water Agency, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Water Agency/County-managed or Water Agency/County-funded Web site does not comply with Water Agency Accessibility Standards, Water Agency will promptly inform Recipient in writing. Upon such notice, Recipient shall, without charge to Water Agency, repair or replace the non-compliant materials within such period of time as specified by Water Agency in writing. If the required repair or replacement is not completed within the time specified, Water Agency shall have the right to do any or all of the following, without prejudice to Water Agency's right to pursue any and all other remedies at law or in equity:
 - i. Cancel any delivery or task order;
 - ii. Terminate this Agreement pursuant to the provisions of Paragraph 7; and/or
 - iii. In the case of custom Electronic and Information Technology (EIT) developed by Recipient for Water Agency, Water Agency may have any necessary changes or repairs performed by itself or by another contractor. In such event, Recipient shall be liable for all expenses incurred by Water Agency in connection with such changes or repairs.
- f. *Water Agency's Rights Reserved:* Notwithstanding the foregoing, Water Agency may accept deliverables that are not strictly compliant with Water Agency Accessibility Standards if Water Agency, in its sole and absolute discretion, determines that acceptance of such products or services is in Water Agency's best interest.

- 4.5. Indemnification. Recipient agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Recipient, that arise out of, pertain to, or relate to Recipient's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Recipient agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to Recipient's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Recipient's obligations under this Paragraph 4.5 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency. Sonoma County Water Agency shall

have the right to select its legal counsel at Recipient's expense, subject to Recipient's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Recipient or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

- 4.6. Insurance. With respect to performance of work under this Agreement, Recipient shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C (Insurance Requirements).
- 4.7. Invoices. Recipient shall bill Water Agency upon execution of this Agreement with an invoice that is clearly marked with "Friends of the Petaluma River, Agreement for Funding of the Friends of the Petaluma River Trash Cleanups, Project-Activity Code F0383C018."
- 4.8. Statutory Compliance/Living Wage Ordinance. Recipient agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Recipient expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 4.9. Refund of Unused Funds. Following completion of the Project, Recipient shall submit receipts and invoices to verify actual costs. If total of actual costs of authorized expenses is less than the total amount provided under this Agreement, Recipient shall refund the difference to Water Agency within 30 calendar days of the event.
- 4.10. Refund Upon Cancellation. If Recipient determines Project will not occur, Recipient shall immediately notify Water Agency in writing. In such case, Recipient shall refund any funding provided under this Agreement by Water Agency within 30 calendar days of said determination.

5. WATER AGENCY'S RESPONSIBILITIES

- 5.1. *Total Costs*:
 - a. Total costs under this Agreement shall not exceed **\$42,400**, as follows:
 - i. Year 1 costs shall not exceed \$21,200

ii. Year 2 costs shall not exceed \$21,200

5.2. Payments.

a. Upon receipt of Reports as listed in 1.3 of Exhibit A and invoices thereof, Recipient shall be paid in accordance with Exhibit B (Authorized Expenses). Any mark-up shall be included in billed hourly rates. Expenses not expressly authorized by the Agreement shall not be reimbursed.

5.3. Items to be Provided. Water Agency logo or other identifying material, as requested by Recipient.

6. TERM OF AGREEMENT

6.1. This Agreement shall expire on March 31, 2019, unless terminated earlier in accordance with the provisions of Paragraph 7 (Termination).

7. TERMINATION

7.1. At any time and without cause, Water Agency has the right, in its sole discretion, to terminate this Agreement by giving five calendar days' written notice to Recipient. In the event of such termination, Water Agency will pay Recipient for services satisfactorily rendered to the date of termination. In addition, should Recipient fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Water Agency may immediately terminate this Agreement by giving Recipient written notice of such termination, stating the reason for termination. In the event of such termination, Water Agency will pay Recipient for services satisfactorily rendered to the date of termination. However, Water Agency will deduct from such amount the amount of damage, if any, sustained by Water Agency by virtue of the breach of the Agreement by Recipient. Water Agency's right to terminate may be exercised by Water Agency's General Manager.

8. ADDITIONAL REQUIREMENTS

8.1. Bottled Water. In accordance with Sonoma County Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Water Agency funding shall be used to purchase single-serving, disposable water bottles for use in Water Agency facilities or at Water Agency-sponsored events. This restriction shall not apply when potable water is not available.

8.2. Authority to Amend Agreement. Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by the Water Agency's General Manager in a form approved by County Counsel.

8.3. No Waiver of Breach. The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such

term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

- 8.4. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Recipient and Water Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Recipient and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 8.5. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 8.6. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
- 8.7. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 8.8. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 8.9. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 8.10. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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

Reviewed as to funds:

TW 16/17-069

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with
Water Agency

Date/TW Initials: 3/6/17 JES

Sonoma County Water Agency

Friends of the Petaluma River, a non-profit
California corporation

By: _____
Grant Davis
Water Agency General Manager

By: _____

(Please print name here)

Date: _____

Title: _____

Date: _____

Exhibit A

Scope of Work

1. TASKS

- 1.1. General: Recipient will coordinate with Project Partners to conduct community based trash cleanup events within the Petaluma River Watershed.
- 1.2. Task 1: Cleanup Events
 - a. Coordinate with Project Partners to identify sites appropriate for trash removal.
 - b. Prioritize sites in consultation with City of Petaluma and Water Agency staff.
 - c. Conduct public outreach to secure rights-of-entry necessary for temporary access.
 - d. Prepare appropriate environmental documents and obtain necessary permits from applicable regulatory agencies.
 - e. Publicize events in local newspapers, websites, and existing community outreach networks.
 - f. Oversee all aspects of the Project and conduct coordination meetings.
 - g. Attend Zone 2A Advisory Committee meetings and provide Project updates.
- 1.3. Task 2: Reports
 - a. Progress Reports: Prepare Progress Reports after each event and provide in electronic format to Water Agency. Reports shall include:
 - i. Summary of the event
 - ii. Compilation of photographs of work performed from cleanup events
 - b. Final Report. Report shall include:
 - i. List of any additional partner(s) for each cleanup event and description of how they helped with the event
 - ii. Marketing and outreach documents
 - iii. List of volunteers by name
 - iv. List of overall number of event attendees
 - v. List of identified trash removal sites
 - vi. Description of educational activities
 - vii. Results of the cleanup, including how many pounds of garbage and debris was removed from the creeks
 - c. Present final Report to date to the Zone 2A Advisory Committee at its annual March meeting.

Deliverables	Due Date
Spring 2017 Progress Report	May, 2017
Fall 2017 Progress Report	October, 2017
Present Progress Reports to date to Zone 2A Advisory Committee	Annual Meeting, 2018
Spring 2018 Progress Report	May, 2018
Fall 2018 Progress Report	October, 2018
Present Final Report to Zone 2A Advisory Committee	Annual Meeting, 2019

2. DELIVERABLES

- 2.1. Submit one electronic copy in PDF format (emailed or on CD) and three hard copies of each final deliverable to Water Agency.
- 2.2. Comply with requirements of Paragraph 4.4 (Content Online Accessibility).

Exhibit B

Authorized Expenses

Item	Rate	Estimated Hours	Estimated Cost per cleanup event
FOPR Staff	\$50.00	90	4,500.00
Intern Stipend			500.00
Subcontractor: Sonoma Resource Conservation District			1,200.00
Meetings			100.00
Volunteer appreciation			200.00
Clean up Supplies			1,000.00
Infrastructure Rentals (Tents, Tables, Chairs, Portable Toilet and sink, Trash Cans)			500.00
Education Materials			1,000.00
Marketing Materials (Flyers, Facebooks Ads, Banner, Posters)			1,000.00
Clean up day expenses (Gas, Food, Entertainment)			600.00
	Subtotal per Cleanup E		10,600.00
		<i>Cost for two Years</i>	<i>42,400.00</i>

Sonoma Resource Conservation District is a subcontractor for Recipient.

Exhibit C

Insurance Requirements

1. **SECTION I – INSURANCE TO BE MAINTAINED BY FRIENDS OF THE PETALUMA RIVER**

Friends of the Petaluma River shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the term of the Agreement.

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

- 1.1. Workers Compensation and Employers Liability Insurance
 - a. Required if Friends of the Petaluma River has employees as defined by the Labor Code of the State of California.
 - b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 - c. Employers' Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 - d. Required Evidence of Insurance: Certificate of Insurance
 - e. If Friends of the Petaluma River currently has no employees as defined by the Labor Code of the State of California, Friends of the Petaluma River agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.
- 1.2. General Liability Insurance
 - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
 - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If Friends of the Petaluma River maintains higher limits than the specified minimum limits, Water Agency requires and shall be entitled to coverage for the higher limits maintained by Friends of the Petaluma River.
 - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it

must be approved in advance by Water Agency. Friends of the Petaluma River is responsible for any deductible or self-insured retention and shall fund it upon Water Agency's written request, regardless of whether Friends of the Petaluma River has a claim against the insurance or is named as a party in any action involving the Water Agency.

- d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of Friends of the Petaluma River's ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy 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 Water Agency and Friends of the Petaluma River and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. The policy shall cover bodily injury to volunteers participating in activities funded by this Agreement.
- i. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned vehicles if Friends of the Petaluma River owns vehicles.
- c. Insurance shall cover hired and non-owned vehicles.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Standards for Insurance Companies

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

1.5. Documentation

- a. The Certificate of Insurance must include the following reference: TW 16/17-069.

- b. Friends of the Petaluma River shall submit required Evidence of Insurance prior to the execution of this Agreement. Friends of the Petaluma River agrees to maintain current Evidence of Insurance on file with Water Agency for the required period of insurance.
- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
- d. 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. Friends of the Petaluma River shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.6. Policy Obligations

- a. Friends of the Petaluma River's indemnity and other obligations shall not be limited by the foregoing insurance requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/5/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Calender-Robinson Company, Inc. FB0267063 300 Montgomery St., Suite 888 San Francisco CA 94104	CONTACT NAME: Katherine Berkman PHONE (A/C, No, Ext): (415) 978-3800 E-MAIL ADDRESS: kberkman@calrob.com	FAX (A/C, No): (415) 978-3825
	INSURER(S) AFFORDING COVERAGE	
INSURED Friends of the Petaluma River 260H North Water Street Petaluma CA 94952	INSURER A: Nonprofits' Insurance Alliance of	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

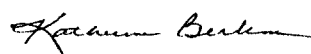
COVERAGES **CERTIFICATE NUMBER:** CL168816198 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2016-21704-NPO	8/13/2016	8/13/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			2016-21704-NPO	8/13/2016	8/13/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2016-21704-UMB-NPO	8/13/2016	8/13/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Reference TW 16/17 - 069

Certificate holder is included as additional insured as per the attached endorsement

CERTIFICATE HOLDER Sonoma County Water Agency, its officers, agents & employees 404 Aviation Blvd. Santa Rosa, CA 95403	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Katherine Berkman/KEB 

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Named Insured: Friends of the Petaluma River

Policy: 2016-21704-NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your on-going operations; or
- B. In connection with your premises owned by or rented to you

THE INSURANCE provided under this endorsement is primary & non-contributory to any other valid & collectible insurance carried by the additional insured entity and this insurance will apply separately to each insured against whom a claim is made or a suit is brought.



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: Sonoma County Board of Supervisors

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:
Donna Dunk – (707) 565-3295
Kanchan Charan – (707) 565-8300

Supervisorial District(s): All

Title: 04-25-17- ACTTC Mandated Audit: Probation Department Juvenile Records and Accounts

Recommended Actions:

Review and accept the Mandated Audit: Probation Department Juvenile Records and Accounts for the fiscal year ended June 30, 2016

Executive Summary:

This item presents the annual mandated audit of the Probation Department's Juvenile Records and Accounts, which is required by Chapter 2, Section 275(b) of the Welfare and Institutions Code.

Discussion:

The Audit Division of the Sonoma County Auditor-Controller-Treasurer-Tax Collector's Office (ACTTC) has completed the annual Audit of the Sonoma County Probation Department's (Department) Internal Controls over Juvenile Records and Accounts for the fiscal year ended June 30, 2016 as required by Chapter 2, Section 275(b) of the Welfare and Institutions Code. This audit is a part of the ACTTC's 2016/2017 Annual Audit Plan. As required by law, the audit report will be distributed to the "Judge of the Court" and the County Board of Supervisors.

The objective of this audit was to determine whether, during the period covered by the audit, the Department had adequate internal controls in place to properly maintain accurate records, account for payments received and disbursed related to court ordered restitution, restitution fines and the cost of caring for juvenile offenders while in the Department's custody.

Based on the procedures we performed, we conclude that the Department's internal controls are working effectively. We recommend continued follow-up of the Department's progress in implementing the two remaining open audit recommendations from the June 30, 2015 audit, both of which relate to completing written procedures for existing practices and the Department plans to complete within the next 12 months. Detailed follow-up on the recommendations from the June 30, 2015 audit report (included with this item as Attachment A) can be found beginning on page 7.

Discussion:

Prior Board Actions:			
None			
Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship			
The Board of Supervisors / Board of Directors take seriously their responsibility to safeguard public funds and to ensure that they are spent judiciously, in support of important county priorities, and in a manner consistent with state statute, county code, ordinance, and policies. Further, the County Administrator and all Departments/Agencies support the County's adopted values and hold themselves to the highest standard of fiscal responsibility, accountability, and transparency.			
Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
There is no fiscal impact related to accepting this audit report.			
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 – Audit of Probation Department Juvenile Records and Accounts
Related Items “On File” with the Clerk of the Board:
None

Sonoma County

Auditor-Controller-Treasurer-Tax Collector

Internal Audit Report

**Mandated Audit:
Sonoma County Probation Department
Audit of Internal Controls Over
Juvenile Records and Accounts**

For the Fiscal Year Ended
June 30, 2016

Engagement No: 3345
Report Date: March 30, 2017



Donna M. Dunk, CPA
Auditor-Controller-Treasurer-Tax Collector

Table of Contents

**Mandated Audit:
Sonoma County Probation Department
Audit of Internal Controls Over
Juvenile Records and Accounts
Engagement No. 3345**

For the Fiscal Year Ended June 30, 2016

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Follow-Up of Prior Year Recommendations	7
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Executive Summary

The Audit Division of the Sonoma County Auditor-Controller-Treasurer-Tax Collector's Office (ACTTC) has completed the Audit of the Sonoma County Probation Department's (Department) Internal Controls over Juvenile Records and Accounts for the fiscal year ended June 30, 2016 as required by Chapter 2, Section 275(b) of the Welfare and Institutions Code. This audit is a part of the 2016/2017 Annual Audit Plan. As required by law, the audit report will be distributed to the "Judge of the Court" and the County Board of Supervisors.

The objective of this audit was to determine whether, during the period covered by the audit, the Department had adequate internal controls in place to properly maintain accurate records, account for payments received and disbursed related to court ordered restitution, restitution fines and the cost of caring for juvenile offenders while in the Department's custody.

Based on the procedures we performed, we conclude that the Department's internal controls are working effectively. We recommend continued follow-up of the Department's progress in implementing the remaining open audit recommendations from the June 30, 2015 audit. Detailed follow-up on the recommendations from the June 30, 2015 audit report can be found beginning on page 7.

Introduction and Background

Introduction

The ACTTC completed an audit of the Department's Juvenile Account and Records for the period July 1, 2015 to June 30, 2016, as required by Chapter 2, Section 275(b) of the Welfare and Institutions Code. We conducted the audit in accordance with the *International Standards for the Professional Practice of Internal Auditing (Standards)*. These standards require that we identify, analyze, evaluate, and document sufficient information and evidence to achieve our audit objectives. We believe that the evidence obtained provides a reasonable basis for the results contained in our report.

Background

The Juvenile Division of the Department (Division) is responsible for all functions related to the juveniles in custody. The mission of the Division is to facilitate and enforce rehabilitative intervention efforts for the youth, provide innovative options for recovery and provide counseling with the specific purpose of rectifying issues of abuse, addiction, and delinquency.

The Division operates two facilities for the young people in the juvenile justice system; 1) the Juvenile Hall, and 2) the Probation Camp for Boys. While each serves young people at different stages in the juvenile justice system, the goal common to both is the maintenance of an environment that best enables the young people to confront and take responsibility for their criminal behavior and develop strengths and skills that prepares them for a successful return to the community.

The Juvenile Court adjudicates cases involving non-adult offenders which may result in the juvenile being taken into the custody of the Department and be directed to pay restitution fines to the State of California and restitution to the victim of the offense. Based upon the findings of the Court and guidance from several California statutes, the Division collects restitution orders or fines from the offender and disburses to the victim and the State of California, respectively. As allowed by law, the Division also collects a nominal fee from parties that are responsible for the financial support of the juveniles to cover the costs of providing care to the juvenile while in custody.

Establishing Juvenile Offender Accounts

At the conclusion of each Juvenile Court hearing, the Clerk of the Court completes the Delinquency Dispositional Findings and Order, (Form JC35) to memorialize the findings of the Court and the judgements rendered. The Court staff enter all information from this form into the Court's criminal case management system, the Integrated Justice System (IJS) and provide copies of the form to Probation Accounting.

The Probation Accounting staff set up restitution accounts daily in the County's collection system, Columbia Ultimate Business Solutions (CUBS) via upload of electronic files from the IJS. As the Probation Accounting staff receive copies of the Form JC35, victim contact information and the amount to be disbursed is manually added to the appropriate account. Cost of care accounts, on the other hand, are set up in CUBS at the beginning of each month, via upload of electronic files produced from the IJS. The electronic files contain all information necessary for the Division to enforce the court orders. Separate accounts are created to account for the assessment, collection and distribution of cost of care, restitution fines payable to the State and restitution payable to the victim. The automated process of uploading the information from IJS to CUBS and the reviews performed by the Probation Accounting staff where information in CUBS is matched with that contained in the court documents, minimize the potential for data entry errors.

Introduction and Background

Receipts from Juvenile Offenders Related to Cost of Care and Restitution

On a monthly basis, the Division produces account statements from CUBS and mails them to the minors responsible for paying restitution and parties responsible for paying for their cost of care. These statements provide the accounts' transaction history and outstanding balances.

Payments may be made in-person at the Juvenile Probation facility, via credit cards (over the phone or online) at the Adult Probation facility, or checks mailed to the Hall of Justice. All payers include with their payments remittance advices that they received with their account statements, their account numbers or the juveniles name to facilitate recording of payments to the appropriate accounts. Collections related to restitution fines are recorded in a trust fund in the County's Enterprise Financial System (EFS) that is set up to account for all amounts the Department is required to remit to the State per various statutes. Collections related to restitution to the victims are recorded in the Probation Restitution Trust Fund and are later distributed to the victims. Collections related to the cost of care of the juveniles in custody are recorded in the County General Fund Department accounts as described below. The remittance advices are used as a posting source to credit the juvenile accounts in CUBS for all collections. The Probation Restitution Trust Fund and the County General Fund Department accounts are reconciled to CUBS monthly.

Daily deposit reports are generated out of Ecliptics/CUBS that accompany the collections the Division sends to the Tax Collection Division of the Auditor-Controller-Treasurer-Tax Collector's Office (Tax Collection) for deposit. Ecliptics is a web based interface used by the Probation Department staff to record payments in CUBS. Before processing the deposits, Tax Collection staff ensure that the total funds received agree with the total of amounts credited to the CUBS accounts per the accompanying deposit reports.

Disbursements from Juvenile Accounts for Cost of Care and Restitution

Each month, Tax Collection staff generates a report from CUBS showing restitution account balances available for disbursement. The information from this report is exported to an excel spreadsheet and sent to the Probation staff assigned to review and approve payments from juvenile accounts. Once the victim's preferences for receiving payments have been reviewed, payments are approved, and the excel spreadsheet is sent to the Claims section of the General Accounting Division of the Auditor-Controller-Treasurer-Tax Collector's Office (Claims) for payment processing. Claims sends a listing of EFS checks issued to the Department. The Department reconciles the list of checks, to the CUBS report and makes any necessary adjustments in CUBS to reflect the disbursement activity.

Article 25, Chapter 2, Section 903(4) of the Welfare and Institutions Code authorizes the County to seek reimbursement for the cost of providing food, clothing, personal supplies and medical care to juveniles in custody. Amounts collected under this authority are recorded in EFS and used to offset the department's cost of providing care. Within EFS, cost of care expenditures for juvenile offenders are separately identified from other Department expenditures. Individual accounts in CUBS are credited and the total collected is recorded in the General Fund Department accounts in EFS to show receipt of cost of care billed. The Department expenditures (excluding labor) for the cost of such care totaled approximately \$2.3 million in fiscal year 2015-2016. The cost of care payments received totaled approximately \$283,000 for the same period.

Introduction and Background

The restitution fines collected, as discussed above are deposited and recorded in a trust fund used exclusively to account for all monies the Department is statutorily required to remit to the State. Respective juvenile accounts are credited in CUBS. The restitution fines are segregated in the Judicial Clearing Trust Fund and identified separately in remittance advices to the State.

Objective, Scope and Methodology

Objective

The objective of this audit was to determine whether, for the period covered by our audit, the Department had adequate internal controls in place to properly maintain accurate juvenile records, account for payments received and disbursed related to court ordered restitution, restitution fines and the cost of caring for juvenile offenders in the custody of the Department.

Scope and Methodology

The audit covered the accounting of funds collected and disbursed for fiscal year 2015/2016 by the County's Probation Officer under the authority of Chapter 2 of Part 1 of Division 2 of the Welfare and Institutions Code.

We performed the following audit procedures:

- Reviewed relevant laws, regulations and other background materials applicable to the collection and disbursements of monies related to the juveniles in the custody of the Department
- Interviewed staff to develop an understanding of the internal controls governing the receipt and disbursement of the court ordered restitution and cost of caring for the juveniles in custody
- Obtained and reviewed available documentation of the internal controls
- Observed staff performance of the internal controls
- Tested a sample of Juvenile Court adjudication records and Department accounting records to determine if internal control procedures were in place and functioning effectively
- Tested a sample of CUBS victim disbursement records to the EFS record of the victim name and amount of the check issued to determine that the record has not been altered

Results

During the period covered by our audit, the Department was in the process of documenting and developing internal controls. We found no significant exceptions over records and accounts relating to the following:

- Establishment of juvenile offender accounts and recording of court-ordered changes
- Funds received from juvenile offenders and parties financially responsible for the care of the juveniles
- Funds received and posted to the juvenile accounts and deposited in the County Treasury
- Funds disbursed to the State, the victims and the County, as applicable

There are no new findings or recommendations. Details of the prior year audit report recommendations and the progress toward implementation can be found beginning on page 7.

Procedures are adequate for establishing Juvenile Offender Accounts

Juvenile offender accounts in CUBS accurately reflect the information contained in the Forms JC35 and IJS. Accounting reviews each copy of the Form JC35 to ensure the information on the form agrees with that uploaded from IJS into CUBS.

For a sample of cases we compared the names of offenders and the court imposed fines listed in the JC35 forms with that contained in CUBS and noted no exceptions.

Adequate procedures are in place over recording of receipts from Juvenile Offenders Related to Cost of Care and Restitution. Written policies are in the process of being developed (see page 7).

Cost of care and restitution payments received by the Department were properly accounted for in CUBS and in EFS. The remittance advice that accompanies each payment received is used as the posting source to Ecliptics/CUBS, reducing the risk of errors. A daily deposit report is generated out of Ecliptics/CUBS that is reviewed for data entry errors by a clerk. This report accompanies the daily collections sent to Tax Collection for deposit.

We compared juvenile cost of care and restitution funds received and recorded in CUBS for the fiscal year with transactions recorded in EFS. We agreed the payments received for cost of care, restitution fines to be paid to the State and restitution to be paid to the victim, and total collected for the year recorded in CUBS with that recorded in EFS and noted no exceptions. As discussed in our prior audit, written policies over juvenile records and accounts need to be developed, which the Department expects to complete in the next 6-12 months. For further details, see the status under recommendation #1 on page 7.

We did not find any errors in our tests of disbursement transactions, however for the period under audit, adequate controls were not in place over disbursements from Juvenile Accounts for Cost of Care and Restitution (see page 7).

Disbursements we tested, were correctly made to the State for fines assessed by the Court, to victims as ordered by the court, or to the County for cost of care as allowed by law. As discussed in our prior audit report, the Department lacks some key controls to prevent or detect unauthorized disbursements. For the period under audit, the Department was in the process of developing key controls to detect unauthorized disbursements. For further details, see the status under recommendation #2 on page 7.

Results

The audit report for the period ending June 30, 2015 contained 3 findings and recommendations, one of which has been implemented and two have not. We will continue to address these open findings until they are resolved.

Recommendation #1: Further develop and document policies and procedures over juvenile records and accounts (Risk Classification C)

The Department should develop and document formal policies and procedures over critical processes of juvenile records and accounts. These policies and procedures should cover posting of payments in EFS and Ecliptics/CUBS, processing of deposits, disbursement of restitution to victims and reconciliations. These policies and procedures should be reviewed and updated on a periodic basis to address any changes in the environment.

Status: In Progress

The Department has developed operating procedures as recommended but has not completed documenting them. The department anticipates completing the documentation within the next 12 months.

Recommendation #2: Verify accuracy of disbursements to victims (Risk Classification C)

A knowledgeable person, other than a member of the Probation Accounting staff who is involved in the processing of payments, should compare names and amounts from EFS disbursements to those in the original source documents, originating from CUBS and/or IJS, to ensure checks were issued to the victim identified by the court and for the amount collected from the offender.

Status: In Progress

The Department identified an appropriate individual, the Division Director II over Juvenile Services, to periodically (four times a year) randomly select and test a sample of juvenile accounts, as recommended. At the time of our audit, the Department anticipated completing written procedures of this function by January of 2017.

Recommendation #3: Restrict the ability to modify permanent data in CUBS to staff who have a business need

The Tax Collection Staff should review access rights of all staff that have the ability to modify account information in CUBS. Ability to modify permanent data on probation accounts should be granted to those who have a business need to do so and do not perform other incompatible functions such as processing of payments.

Status: Implemented

Tax Collection made the necessary updates needed for internal controls in the Division. Access to specific trust accounts is limited and unavailable to those who update permanent data and process transactions in the CUBS system. Access to the system is limited to individuals with business needs and other necessary controls are in place.

Follow-Up of Prior Year Recommendations and Staff Acknowledgement

ACTTC also confirmed with Probation Department that Auditor-Controller-Treasurer-Tax Collector's Office staff did not have access to make any changes to the Victim Restitution refund records in CUBS.

Staff Acknowledgement

We would like to thank management and staff of the Probation Department and the Auditor-Controller-Treasurer-Tax Collector's Office for their time, information, and cooperation throughout the engagement.

Appendix A: Report Item Risk Classifications

For purposes of reporting our audit findings and recommendations, we classify audit report items into three distinct categories to identify the perceived risk exposure:

- **Critical Control Weakness: (Risk Classification A)**
Serious audit findings or a combination of Significant Control Weaknesses that represent critical exceptions to the audit objective(s), policies, and/or business goals of a department/agency or the County as a whole. Management is expected to address Critical Control Weaknesses brought to their attention immediately.

- **Significant Control Weakness: (Risk Classification B)**
Audit findings or a combination of Control Findings that represent a significant deficiency in the design or operation of internal controls. Significant Control Weaknesses generally will require prompt corrective actions.

- **Control Findings: (Risk Classification C)**
Audit findings concerning internal controls, compliance issues, or efficiency/effectiveness issues that require management's corrective action to implement or enhance processes and internal controls. Control Findings are expected to be addressed within our follow-up process.

The current status of implementation of recommendations will be followed up no later than the end of the second fiscal year after the report has been issued. Critical control weakness findings will be followed up between six months and one year of the date of the report.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

Department or Agency Name(s): County Administrator

Staff Name and Phone Number:

Sheryl Bratton

Supervisorial District(s):

All

Title: Board of Supervisors Rules of Procedure

Recommended Actions:

Adopt the updated Rules of Procedure for the Board of Supervisors meetings, and the new Governance Appendix documenting the Board's values and roles for leading the County organization.

Executive Summary:

The Institute for Local Government recommends local governments establish a set of rules and procedures for facilitating the decision-making process in a smooth and fair manner. The Board of Supervisors adopted Sonoma County's Rules of Procedure (Rules) in 2012, and has made minor revisions on two occasions (2014 and 2016) to capture changes in law and organizational practice. The purpose of Sonoma County's Rules is to foster understanding and respect for the democratic process, facilitate compliance with applicable laws, encourage public participation, provide guidance on decorum, and enhance effective and efficient management of Board meetings.

Discussion:

The Board of Supervisors established the Governance Ad Hoc in 2016 to explore, develop, and recommend innovative practices and tools that enhance transparency, efficiency, and operations in our organization. Supervisors Carrillo and Gore comprised the Ad Hoc, and identified one of the deliverables as an update to the Board's Rules of Procedures, particularly the development of a new Governance Appendix. While the Governance Ad Hoc was not continued in 2017, additional areas of interest are included in other Ad Hoc and County work, such as the development of a strategic plan and community outcome measures.

The updates to the Rules of Procedure are generally to reflect current practice and previously agreed upon procedures. The primary substantive addition is to establish a more formalized process for requesting and tracking work on new initiatives. The intent of these edits (Rule 45), is to provide an opportunity for the full Board to provide input and direction on new initiatives, and for the County Administrator to have an opportunity to provide information to the Board regarding resource

requirements to accomplish the new initiative. Both a redline and a clean version of the Rules of Procedure are attached.

Although not a modification, of note is the definition of the Department-Supervisor “Liaison” responsibility along with the Departmental functional grouping. The Board of Supervisors during its strategic priority setting in March provided direction to staff to reorganize the functional areas to create a new Natural Resources functional area comprised of departments primarily in the current Development Services functional area. The CAO will bring this organizational change back to the Board at a future date, and update the Rules of Procedure to reflect the new departmental grouping.

The Governance Appendix was developed through a series of conversations with the Supervisors and the County Administrator to capture the norms and values with which the County strives to incorporate. In this way, the Governance Appendix embodies the spirit of the County’s work, while the Rules embody the day to day process.

Governance is the act of transforming the needs and desires of the community into policies that direct the organization. The way in which those responsible for governance set direction related to policy, budget and finance, human resources, collective bargaining, facilities and advocacy is critical to the success and health of the County. The integrity of the County is dependent upon the responsible and professional manner in which each Board member, the Board collectively, the County Administrator, and the County executive team fulfill their governance obligations.

The Governance Appendix provides a list of characteristics and responsibilities the public and the organization expect of Supervisors. The Governance Appendix also provides a set of norms and values that the Supervisors expect of themselves and of the staff leadership in the County organization. The amended Rules of Procedure and Governance Appendix are attached.

Prior Board Actions:

2012: Rules of Procedure adopted

2014: Rules of Procedure amended

2016: Rules of Procedure amended

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
There is no fiscal impact.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Rules of Procedure (Clean Copy) and Governance Appendix Rules of Procedure (Red Line)			

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

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Sonoma
County
Board of
Supervisors

Board Rules of Procedures



4/25/2017

RULES OF PROCEDURE

OF THE BOARD OF SUPERVISORS SONOMA COUNTY, CALIFORNIA

PURPOSE

The Institute for Local Government recommends local governments establish a set of rules and procedures for facilitating the decision-making process in a smooth and fair manner. The purpose of these Rules of Procedures (“Rules”) is to foster understanding and respect for the democratic process, facilitate compliance with applicable laws, encourage public participation, provide guidance on decorum, and enhance effective and efficient management of Board meetings.

GENERAL

Rule 1. Applicability of Rules

These Rules are adopted pursuant to Government Code §25003. The Rules shall apply to the Board of Supervisors of the County of Sonoma whether sitting as the Board of Supervisors of the County or as the governing board of any other district, commission, authority or board.

These Rules are intended to expedite the transaction of business of the Board in an orderly fashion, and are deemed to be procedural only. The failure to strictly observe application of the Rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise held in conformity with the law. Except as otherwise provide by law, these Rules, or any one of them, may be suspended by a majority of the Board. These Rules supersede and replace all rules of procedure previously adopted by the Board.

Rule 2. Definitions

In interpreting these Rules:

“Board” refers to the Board of Supervisors of Sonoma County, whether sitting as the Board of Supervisors of the County or as the governing body of any other district, authority or board

“Board member” refers to a member of the Board

“Chair” and “Vice Chair” refers to the Board members elected to those respective offices

“Clerk” refers to the Clerk of the Board of Sonoma County

“County Administrator” refers to the County Administrative Officer of Sonoma County

MEETINGS

Rule 3. Regular Meetings and Annual Calendar

Regular meetings generally shall be held on each Tuesday of every month except the Board shall generally not meet on any fifth Tuesday of a calendar month, or on any Tuesday following a Monday holiday. In addition, any meeting may be cancelled upon the order of the Chair, or by a majority of the members of the Board.

Regular meetings shall commence at 8:30 a.m. and shall be held at the Board of Supervisors Chambers at 575 Administration Drive, Suite 102A, Santa Rosa, California, unless the time, date and location are changed by a majority vote of the Board, and so noticed. Business shall normally be conducted between 8:30 a.m. and 5:00 p.m., but may continue past 5:00 p.m., without objection from the Board members present.

An annual calendar of meetings shall be adopted by the Board at their first meeting in January. The calendar will include all known regular meetings.

Rule 4. Special Meetings, Budget Hearings, Workshops and Planning Meetings

Special meetings may be called at any time by the Chair, or by a majority of the members. Upon the call of a special meeting, the Clerk will prepare and distribute, at least 24 hours before the time of the special meeting, written notice to each member and to a local newspaper of general circulation. The notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings (Government Code §54956).

Budget Hearings, Workshops, Study Sessions and Planning Meetings may be called by the Chair or by a majority of the Board at times and locations in accordance with the law and specified notice provisions.

Rule 5. Emergency Meetings

Emergency meetings may be called by the Chair or by a majority of the Board, in the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, or response to natural or other disaster. Upon the call of an emergency meeting, the Clerk shall give notice of the meeting, and comply with posting requirements (Government Code §54956.5).

Rule 6. Closed Sessions

Closed sessions of the Board can be called by the Chair or by a majority of the Board, for those purposes allowed by law (Government Code §54956.7).

Prior to holding any closed session, the Chair shall announce the session in an open meeting, and shall provide an opportunity for public comment on items on the closed session agenda. During the closed session the Board may consider only those items on the agenda. At the conclusion of the closed session the Board shall report, in an open meeting, as required by law, action taken (Government Code §54957.1).

ELECTIONS, POWERS, AND DUTIES OF THE CHAIR, VICE-CHAIR, AND CHAIR PRO-TEMPORE

Rule 7. Annual Selection of Chair and Vice Chair

At its first regular meeting, after January 1 of each year, the Board shall nominate and elect from its membership a Chair, Vice Chair, and a Chair Pro-Tempore. The Chair shall call the meeting to order and the first order of business shall be the election of officers for the ensuing calendar year. The Chair, Vice Chair, and Chair Pro-Tempore shall serve until the election of their successors.

Rule 8. Powers of Chair, Vice-Chair, and Chair Pro-Tempore

The Chair shall serve as presiding officer of the Board, rule on questions of procedure, appoint members to committees and special assignments, and execute official Board records and documents presented by the County Administrator/Clerk. In the absence or unavailability of the Chair, the Vice-Chair shall call the meeting to order and serve as presiding officer. The Vice-Chair shall have and exercise all powers and duties of the Chair for meetings over which he or she is called to preside, including executing official board records and documents, and at ceremonial and official functions, which the Chair cannot attend.

If both the Chair and the Vice-Chair are absent or unable to participate, the Chair Pro-Tempore shall call the meeting to order, serve as the presiding officer, and shall have and exercise all power and duties of the Chair for the meeting over which he or she is called to preside and at ceremonial and official functions, which the Chair or Vice Chair cannot attend.

AGENDAS AND AGENDA MATERIALS

Rule 9. Meeting Agenda

At least 72 hours before a regular meeting, the Clerk shall post an agenda. The agenda shall consist of a brief

statement of each item to be considered by the Board (Government Code §54950). The agenda shall indicate the time and location of the meeting and shall be posted as required by law.

Rule 10. Addendums/Supplemental Agenda Items

The Clerk shall prepare, post, and distribute all addendums/supplemental agendas when there has been an item added, continued, deleted, and/or modified since the distribution of the initial meeting agenda.

Rule 11. Use of Clerk of the Board Required Agenda Form

All Departments/Agencies shall use agenda forms, as prescribed by the Clerk, when submitting items to be placed on the Board's agenda for consideration. The Clerk shall make prescribed forms available. Without amendment to these Rules, the County Administrator may change agenda forms.

Rule 12. Department/Agency Agenda Responsibilities

When submitting an item for consideration by the Board, it is the responsibility of the originating Department /Agency to provide all required information, and to meet all timelines established by the County Administrator and Clerk. Originating Departments/Agencies shall submit sufficient copies to meet the distribution and processing requirements of the Clerk.

Rule 13. Review and Filing of Agenda Items

All agenda items, regardless of the official capacity in which the Board is acting, require review by the County Administrator's Office prior to submission to the Clerk for placement on the agenda. Agenda items are to be submitted to the County Administrator's Office complete, with all back-up materials, and in accordance with all requirements and instructions as established by the County Administrator.

The County Administrator may ask for additional information, clarification, and may determine not to place any item on the agenda. Without amendment to these Rules, agenda submittal instructions may be amended or additional requirements imposed to ensure appropriate review and Brown Act compliance.

Rule 14. Supplemental Correspondence and Information Prior to Board Meeting and During the Board Meeting

After Initial Agenda Distribution and Prior to the Meeting Rule - Agenda materials distributed, via mail, email, or hand delivered by the public to a majority of the Board or their staff, that is distributed or redistributed to another County employee, must be forwarded to the Clerk for public review.

At the Meeting Rule - Documents, including PowerPoint handouts, distributed to Board members by County employees or Board members themselves at the meeting, shall be kept to a minimum. When necessary to distribute materials at the meeting, 20 copies shall be provided to the Clerk for distribution to: Board members, County Administrator, County Counsel, and the Clerk, with remaining copies available for distribution to the general public. If large numbers of the public are anticipated to attend the Board Meeting on a matter and new information will be distributed to the Board members, then the number of copies should be increased to anticipate the number needed for the public.

Any supplemental correspondence or written information related to an agenda item which is provided to three or more Board members, and/or members of their staffs, shall be concurrently filed with the Clerk and made a part of the official record. This Rule shall not apply to attorney-client privileged communications.

Sufficient copies of supplemental correspondence and information should be delivered to the Clerk and the Clerk shall make the appropriate distribution to the Board, CAO and County Counsel.

Rule 15. County Counsel Approval as to Form

All agenda items which require County Counsel's approval shall be reviewed and approved, prior to submittal to

the County Administrator Office. County Counsel shall provide instructions to departments and agencies on what items require such approval.

CONDUCT OF BUSINESS

Rule 16. Order of Business

The Order of Business for Regular meetings is attached to these Rules as Appendix A. The Board shall conduct business in the order specified in the posted agenda or as modified as determined necessary by the Chair. The Board may permanently modify or amend the Agenda Order by majority vote.

Rule 17. Board Member; Notification of Absence

If any Board member is unable to attend a meeting of the Board, all reasonable efforts shall be made to notify the Chair, County Administrator, and the Clerk, in writing and as soon as possible to ensure there are sufficient members present to consider all agenda items.

Rule 18. Quorum and Action

Three members of the Board shall constitute a quorum sufficient to transact business. In the absence of a quorum, the remaining members or the Clerk may adjourn the meeting to another date and time in accordance with Government Code §54944 and shall post a Notice of Adjournment.

Rule 19. Matters Not on the Agenda/Emergency Items

No action shall be taken on any item not appearing on the posted agenda except: Upon a majority vote of the Board that an emergency situation exists as defined in Government Code §54956.5; Upon a determination by a four-fifths (4/5) vote of the Board, or if less than four-fifths (4/5) of the members are present, a unanimous vote of those members present, that 1) there is a need to take immediate action, and 2) the issue arose subsequent to the agenda being posted.

Any requests to hear a matter not on the agenda or emergency item shall be communicated to the Chair, County Administrator, County Counsel and Clerk as soon as the need becomes known.

Rule 20. Consent/Regular Calendar Items

Agenda items on the Consent Calendar are routine in nature, consistent with adopted Board policy, and do not require individual consideration. The Consent Calendar will be enacted by one motion for approval of the recommended actions. There will be no separate discussion of these items prior to the time the Board votes on the motion unless any member of the Board requests removal of a specific item from the Consent Calendar for separate discussion and action. Any Board member may ask the Clerk to record a “no” or “abstention” vote on any Consent Calendar item.

Agenda items on the Regular Calendar require separate discussion and/or action and may include, but are not limited to changes in policy, items that require the Board to consider options and provide direction, requests for new or unbudgeted positions, introductions or adoption of a proposed Ordinance, Public Hearings, and other matters as required by law.

Rule 21. Public Hearings

Upon receipt of a request by a Department/Agency or Board member for a public hearing, the County Administrator or Clerk may set the hearing without action of the Board unless the Board is required by law to schedule the hearing. In that event, the matter shall be placed on the Consent Calendar to set the hearing. Subject to the Chair’s right to maintain order, any person wishing to speak at a public hearing shall be heard. Except for closing comments allowed an applicant and the appellant in the case of an appeal, each speaker shall speak only once.

Each speaker's presentation at a public hearing shall be relevant and to the point, and shall be as brief as possible; visual and other materials may be used as appropriate. The Chair may establish a time limit for presentations. When speakers use or submit to the Board visual or other materials, such materials shall become part of the file and identified and maintained as such. When CDs, DVDs, thumb drives, USB memory sticks, or other portable electronic media (e-media) are submitted to the Board, at least one hard-copy of the information stored on the e-media must be provided to the Clerk. Speakers with lengthy presentations are encouraged to submit them in writing.

The closing of a quasi-adjudicatory public hearing signifies the point after which the Board will no longer accept or consider any additional communication on the matter that was the subject of the hearing. As used in this Rule, "communication" includes oral communication; written communication such as documents, letters, and photographs; and any type of electronic communication, including e-mails, e-mail attachments, graphic images, spread sheets, text messages, and social media messages.

Should the Board close a public hearing and continue its deliberations to a subsequent meeting, or announce a tentative decision, by motion or other proceedings, and defer its action on a final decision to a subsequent meeting to allow preparation of appropriate findings and/or conditions of approval, any written or electronic communication received by a Board member or the Clerk after the close of the hearing on the matter that was the subject of the hearing shall be placed in a separate file kept by the Clerk and labeled to indicate it was received after the close of the hearing. Late written and electronic communication shall not be given to Board members, nor should Board members retain copies.

Should County staff determine that communication received after the close of a quasi-adjudicatory public hearing should be considered by the Board prior to its rendering a final decision on the matter that was the subject of the hearing, County staff shall recommend to the Board that the hearing be reopened. If the Board concurs, the Board shall reopen the hearing, following appropriate notice, for the limited purpose of receiving testimony and evidence on the new information.

PROCEDURE AND VOTING

Rule 22. Quasi-Adjudicatory Hearings

In addition to the procedures in Rule 21, the following requirements apply to quasi-adjudicatory hearings. Board members shall maintain their impartiality and avoid reaching a final decision in quasi-adjudicatory matters prior to the close of the public hearing. Board members may, however, express tentative opinions and concerns prior to their final decision, as this facilitates robust exploration and discussion of issues with which the Board is concerned. Consistent with the duty of impartiality and the conduct of a fair hearing, Board members are encouraged to explain to those seeking commitment on a vote or project that they cannot make a decision until they have considered all the information presented at the hearing.

Board members shall base their decisions solely on the public record and the information received at the public hearing. Board members may meet with interested parties and go on site visits prior to the public hearing. Where such contacts or site visits occur, the chair shall have Board members disclose these contacts or site visits, and any material facts learned from the contacts or site visits that are not in the staff report or public record, prior to the opening of the public hearing. This is to ensure all interested parties have an opportunity in the course of the public hearing to respond to any non-public and specific factual information that may have been learned by Board members prior to the hearing.

The Chair has authority to structure quasi-adjudicatory proceedings to fairly address any situation where new and unanticipated issues of importance arise in the hearing.

Notwithstanding Rule 14, all written communications from interested parties with members of the Board regarding

quasi-adjudicatory matters shall be submitted to the Clerk for public review.

Rule 23. Order and Decorum

The Chair shall preserve order and decorum and shall decide all questions of order and procedure subject to an appeal to the Board. The nature of any appeal shall be briefly stated and the Chair shall have the right to state the reason for his or her decision

A Board member wishing to speak shall refrain until he or she has been recognized by the Chair. While a member is speaking, member shall be respectful and shall not engage in or entertain private discussions. Consistent with the purpose of the Rules, members are encouraged to use a formal style, including appropriate titles, in addressing the public, staff and each other. All members shall refrain from the use of profanity, emotional outbursts, personal attacks or any speech or conduct which tends to bring the organization into disrepute.

Rule 24. Commitment to Civility

To assure civility in its public meetings, staff and the public are also encouraged to engage in respectful dialog that supports freedom of speech and values diversity of opinion. To achieve compliance with these Rules, Members, staff, and the public are encouraged to:

- Create an atmosphere of respect and civility where elected officials, County staff, and the public are free to express their ideas;
- Establish and maintain a cordial and respectful atmosphere during discussions;
- Foster meaningful dialogue free of personal attacks;
- Listen with an open mind to all information, including dissenting points of view, regarding issues presented to the Board; and
- Recognize it is sometimes difficult to speak at Board meetings, and out of respect for each person's feelings, allow them to have their say without comment, including booing, whistling or clapping;
- Adhere to speaking time limit.

Rule 25. Use of Electronic Devices and Documents

The use of electronic documents, via iPads or other electronic means, is encouraged as a means of reducing the production and distribution of paper documents, and thereby decreasing costs.

Any member of the public may view the same electronic documents on line at (http://supervisors.sonoma-county.org/meeting_archive.aspx?sid=1001&id=1002), or may view the documents in paper form in the Clerk of the Board's Office.

The Board shall refrain from emailing, texting, using social media, or otherwise engaging in electronic communications in the Board Chambers on matters that are listed on the Board agenda.

Rule 26. Motions – General

Any motion for action shall require a second before being acknowledged by the Chair. The Clerk shall enter into the minutes the motion and the names of the moving and seconding members. After a motion is stated by the Chair, it shall be open for debate but may be withdrawn by the maker at any time before a decision is made or an amendment adopted. A motion may be amended with the consent of the moving and seconding members at any time before a decision is made or an amendment adopted unless another motion is pending. The Clerk shall enter into the minutes the vote of each member on each motion.

Rule 27. Voting

It shall take at least three affirmative votes of the Board to pass any motion (Govt. Code §25005), except where supermajority four-fifths (4/5) votes or unanimous votes are required by law. Appendix B contains a list of common items that require a four-fifths (4/5) vote. Appendix B may be up-dated without amending these Rules. An abstention shall count as neither an “aye” nor a “no” vote.

A supervisor who is absent from all or a part of: (1) a public hearing, (2) an item that requires findings, or (3) an item that is quasi-judicial in nature, may subsequently vote on the matter if the supervisor has reviewed all evidence received during his/her absence, listened to the Clerk's recording or read a true and complete transcript of the proceedings, and so states on the record.

Rule 28. Roll Call Votes

Roll call votes shall be taken to act on any agenda items when there is not a unanimous action. A record of the roll call vote shall be included in the minutes by the Clerk of the Board.

Each roll call vote shall be made in an order determined by the Clerk or directed by the Chair but generally shall first include: the maker of the motion; the member who seconded the motion; the balance of the members present, with the Chair called last, unless the Chair made, or seconded, the motion.

Rule 29. Conflicts of Interest

Any member with a disqualifying conflict of interest must, in compliance with the Political Reform Act:

- Publically state the nature of the conflict in sufficient detail to be understood by the public;
- Recuse himself/herself from discussing and voting on item; and
- Leave the room until after the discussion, vote, and other disposition of the matter is concluded, unless the matter has been placed on the Consent Calendar.

The member may be allowed to address the Board as a member of the public. Disclosure of a conflict shall be noted in the official Board minutes. The member must also comply with all other applicable conflicts of interest laws.

Members may not have a financial interest in a contract approved or considered by the Board. In these cases disclosure and recusal does not remove the conflict and such a contract is considered void (Government Code §1090). The member is encouraged to discuss possible conflicts with County Counsel prior to the meeting.

Rule 30. Motion to Rescind

A motion to rescind any action or motion shall require four-fifths (4/5) vote unless notice has been given at the previous meeting, either verbally or in writing. If notice has been given, the motion requires only a majority vote of all the members of the Board. A motion to rescind is not in order if action has been taken which cannot be changed.

Rule 31. Motion to Reconsider

Any Board member who votes in the majority on a question, as well as any Board member who was absent, is eligible to make a motion to reconsider. A motion to reconsider shall be in order during the meeting at which the action to be reconsidered took place provided members of the public in attendance during the original action are still present in the Board chamber. In all other cases, motions for reconsideration must be placed on a future agenda for action.

A motion to reconsider shall require a majority vote. A motion to reconsider, if lost, shall not be renewed nor shall any subject be reconsidered a second time within twelve (12) months except by a four-fifths (4/5) vote of the Board. A motion to reconsider is not in order if action has been taken which cannot be changed.

Rule 32. Substitute Motion

A substitute motion is an amendment where an entire resolution or section, or one or more paragraphs is struck out and another is inserted in its place. The motion to substitute, if adopted by majority vote, does away entirely with the original motion. The vote shall then be taken on the motion that was substituted. A substitute motion is appropriate if amendments become involved or a paragraph requires considerable changes. A substitute motion may not be made when an amendment is pending.

Rule 33. Ordinances

It is the intent of the Board of Supervisors to provide meaningful time for public review of ordinances prior to the Board's consideration of the ordinances. For non-routine ordinances, this review period may be several weeks in length. The County Administrator will, in consultation with the Chair, County Counsel, and Department Heads, set this review period greater than that legally required based on the significance and potential impact of the proposed ordinance.

Ordinances (other than zoning ordinances) are introduced at one meeting (first reading), then generally placed on the agenda for adoption at a subsequent meeting.

The first reading will become the primary meeting at which: (1) the title of the ordinance will be read; (2) the Board will typically consider a motion to waive the reading of the text of the ordinance and to introduce the ordinance by title only; (3) members of the public shall have an opportunity to address the ordinance; (4) the ordinance shall be introduced by a motion and majority vote of the Board.

At the second reading: (1) the ordinance may be placed on the Consent Calendar for adoption; (2) if pulled from the Consent Calendar for separate action, the title of the ordinance may be read; (3) a motion to adopt the ordinance may be made; (4) a majority vote by roll call will adopt the ordinance.

Pursuant to Government Code §25123, ordinances shall generally become effective 30 days from the date of final passage.

Zoning ordinances are publicly noticed and may be adopted by majority roll call at one hearing. Other ordinance hearing procedures may be used as required by law.

Rule 34. Planning Matters – Request for Continuance

Any Board member may, at his or her sole discretion, continue a planning matter within his/her District from one agenda to another regular meeting of the Board.

Rule 35. Planning Matters – Original Jurisdiction

Any member may request the Board to exercise original jurisdiction over a use permit or other planning application, as authorized under the County Code, except in cases where state law requires a recommendation of the Planning Commission prior to action by the Board on the matter. A request to exercise original jurisdiction shall be filed in writing with the Clerk, or made orally at a Board meeting, prior to any decision by a lower level decision maker approving or denying the subject application. A request to exercise original jurisdiction need not state the reasons for the request but shall be brought as a noticed agenda item to the full Board for majority approval.

DUTIES OF COUNTY STAFF DURING BOARD MEETINGS

Rule 36. County Administrator

The County Administrator shall be present during Board meetings and shall provide such information as necessary to assist the Board members in their deliberation and decision making. The County Administrator may delegate this responsibility to the Assistant County Administrator or to a Deputy County Administrator.

Rule 37. County Counsel

County Counsel shall be present during Board meetings, and shall serve as advisor to the Board on appropriate rules to comply with legal requirements. All questions of law shall be referred to County Counsel for his or her opinion. County Counsel may delegate this responsibility to the Assistant County Counsel or a Deputy County

Counsel.

Rule 38. Clerk of the Board

The Clerk or Deputy Clerk shall be present during all meetings for the purpose of taking and maintaining the minutes of the meeting; presenting and receiving correspondence, records, documents, claims, reports, or petitions; preserving all records; marking or attesting all resolutions and ordinances; imparting information on Board documents of public record; and otherwise fulfilling all duties imposed by law or required by the Board.

The Clerk shall record all regular meetings of the Board by audio or visual means or both. Regular meetings may also be broadcast or webcast.

Rule 39. Sheriff

The Sheriff, or a representative of the Sheriff's Office, shall at the discretion of the Chair or a majority of Board members, be in attendance at meetings of the Board, for the purpose of maintaining order and upholding the law.

Rule 40. Department and Agency Directors

Department and Agency Directors, or a designee, having any matter on the agenda for consideration by the Board, whether consent or regular, shall be available for the purpose of providing information to the Board and shall also attend any Board meeting when requested to do so by a Board member or the County Administrator.

COMMITTEES

Rule 41. Board Committees/Assignments and Reporting Requirements

The Clerk shall maintain a list of Board Committees and Assignments. Annually, the incoming Chair shall review the list of Committees and Assignments and shall determine which members to appoint for the upcoming year. The list of appointments shall be adopted by the Board at their first meeting in January.

All members who are assigned to special projects, committees, and separate boards or commissions shall provide regular reports to the full Board regarding their activity in connection with the special projects, committees, and separate boards or commissions. (Government Code §53234, et. seq.).

Committee members shall call board committee meetings as needed provided they are held in conformance with the law. The County Administrator's Office and County Counsel shall serve as support staff to all Board committees. Other department heads and/or staff may also support as requested by the committee.

Rule 42. Standing Committees

Standing committees are those which have continuing jurisdiction over a particular subject matter or whose meeting schedule is fixed by resolution or action of the Board. Even if comprised of less than a quorum of the Board, a standing committee is subject to the Brown Act.

The Chair shall appoint members to each standing committee. Generally, appointments shall occur at the Board's first regular meeting in January. All standing committees shall be appointed for the calendar year, and the members shall continue as committee members until their successors have been appointed.

Rule 43. Ad-Hoc Committees

Ad-Hoc committees are not subject to the Brown Act. They may be formed by the Chair or Board action, shall be solely composed of members of the board, consist of less than a quorum of the board, address a limited or single issue, for a limited time, and be dissolved once the specific task assigned is completed.

Ad-Hoc Committees are encouraged to conclude their business at the end of each calendar year. The Clerk will maintain a current index of Ad-Hoc Committees and their purpose.

Rule 44. Board Assignments to Functional Groups of County Departments

The Chair shall designate a functional grouping of County Departments and related Agencies to each member of the Board for the calendar year.

The purpose of establishing functional group assignments emphasizes a structure that meets the following goals:

- To develop and maintain communications with County departments and related agencies;
- To encourage the discussion of goals and objectives and common problems between departments performing related functions and activities;
- To permit members of the Board to develop knowledge and understanding of the activities of County departments and related agencies; and
- To establish a relationship between members of the Board, the County Administrator's Office, and County departments and related agencies which will result in members of the Board concentrating on policy matters not administrative and management matters which are the responsibility of the County Administrator and Department Heads.

The method of assignment of members of the Board is not intended to delegate any Board authority to a Committee or Board member. Departmental liaisons will not request or direct work of their assigned departments/agencies outside of the Board Referral process (Rule 45). One member of the Board of Supervisors shall be assigned to each group of functionally related County departments and agencies. The County Administrator shall assign a staff member to each functional group who shall serve as the County Administrator's representative of said departments.

The Board designates the following functional grouping of County departments and related agencies for the purpose of establishing assignments of members of the Board of Supervisors.

GENERAL ADMINISTRATIVE SERVICES

Board of Supervisors
Clerk/Recorder/Assessor
County Counsel
County Administrator
Fairgrounds
General Services
Human Resources
Information Systems

FISCAL SERVICES/CONSUMER PROTECTION SERVICES

Department of Agriculture
UC Cooperative Extension
Auditor-Controller-Treasurer-Tax Collector

DEVELOPMENT SERVICES

Ag Preservation and Open Space District
Community Development Commission
Fire and Emergency Services
Economic Development Board
Permit & Resource Management
Water Agency/Sanitation
Regional Parks
Transportation and Public Works

CRIMINAL JUSTICE SYSTEM SERVICES

Public Defender

District Attorney

Probation & Juvenile Halls

Sheriff's Office

HEALTH AND HUMAN SERVICES

Child Support Services

Health Services

Human Services

Home Supportive Services

OTHER

Rule 45. Board Member Referrals to Staff

Board member referrals that are anticipated to involve significant staff time (generally 8 hours or more) or other resource commitment and/or are a departure from established county or departmental policy require Board approval prior to starting work. Board approval shall be obtained through any action of the Board that reflects the majority support of the Board, including ordinance, resolution, or minute order. Minute Orders should be used for less important actions, reflecting direction discussed during a meeting of the Board, which is then summarized and adopted within the minutes of the meeting prepared by the Clerk of the Board.

The County Administrator will place an informational item on the agenda for the referral, to include what existing projects and resources will be impacted by the new referral, and what resources are needed to carry out the new referral. Based on this information, the Board may adjust the scope of the referral, adjust relative time priority of existing efforts, or discontinue work on an existing referral or other project to create available resources for the new referral. An Ad Hoc Committee can also make a referral for staff work, in consultation with the CAO but without requiring a majority Board vote.

This policy shall not prevent an individual Board member from requesting verbal or written information that may require minor staff time, or pulling information that is contained in existing Departmental reports. The staff time threshold is not intended to preclude a group meeting or discussion where a cumulative time from all attendees surpasses the 8 hour threshold. A request for information to support Board members in responding to constituent questions is not considered a referral for staff work. These requests should be directed to the CAO or to relevant Department/Agency Heads with a copy to the CAO.

Rule 46. Action Summaries and Recordings of Meetings

The Clerk shall prepare and distribute Action Summaries ("minutes") of Board meetings. The minutes shall consist of the brief statement of each item posted on the agenda and supplemental agenda plus all motions, resolutions and ordinance numbers related thereto, all votes recorded thereon, and the final action taken by the Board. The minutes shall be made available internally and to the public and shall be placed on the Internet.

The Clerk shall maintain the official audio record of each Board meeting for a period of 3 years and will make these tapes available for listening by the public at no charge. The Clerk shall also maintain the official audio/video record of any meeting broadcasted. These audio/video records will also be made available to the public for viewing at no cost and will be maintained for a period of 3 years.

PARTICIPATION OF THE PUBLIC

Rule 47. Public Comment / Time Limits

Members of the public have the right to address the Board on any item within the subject matter jurisdiction of the Board (Government Code §54954.3). Members of the public shall direct their comments to the Chair who may, at

his or her discretion, request a response from staff. Time limitations are at the discretion of the Chair, and may be reduced or extended.

Public comments on items on the agenda will be called prior to the Board taking action on the item. Under the Public Comments portion of the meeting, members of the public will be allowed to address the Board regarding any item not on the agenda. Under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen. No action may be taken on items not on the agenda unless authorized by law.

Rule 48. Orderly Conduct

The Chair may determine when orderly conduct of a meeting is not feasible owing to disruptive behavior by persons in attendance. The Chair may request that person(s) disrupting the meeting leave the chambers/meeting room. If order cannot be restored, the Chair may order the chambers/meeting room cleared and continue in session. Members of the news media, except those participating in the disturbance, shall be allowed to remain. The Chair may re-admit any person(s) provided their re-admission will not disrupt the continued orderly conduct of business. The Chair may also call a recess and reconvene when order has been restored.

Rule 49. Security and Prohibition of Banners/Signs or other Hazardous Objects

The Board has the power to implement security measures in the chambers/meeting room. Signs, posters, banners or other hazardous objects which could impair the safety of individuals in the event of an emergency are prohibited in the chambers/meeting room. Any large object/container that may be deemed a hazardous object which could impair the safety of individuals in the event of an emergency may be prohibited in the chambers/meeting room.

Appendix A. Order of Agenda

Generally, business at Regular meetings shall be transacted in the following order. As determined necessary by the Chair, business on a particular day may be reordered. The Board may permanently modify or amend the Agenda Order by majority vote.

- I. 8:30 A.M. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. APPROVAL OF THE AGENDA**
(Items may be added or withdrawn from the agenda consistent with State law)
- IV. CONSENT CALENDAR**
- V. REGULAR CALENDAR**
- VI. 11:30 A.M. - PUBLIC COMMENT ON CLOSED SESSION ITEMS**
- VII. CLOSED SESSION CALENDAR**
- VIII. RECONVENE FROM CLOSED SESSION**
- IX. REPORT ON CLOSED SESSION**
- X. 1:30 P.M - BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETINGS**
- XI. GOLD PRESENTATIONS** *(All other Gold Resolutions presented at other locations will be approved as part of the Consent Calendar)*
- XII. 2:00 P.M. - PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA, BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD**
- XIII. 2:30 P.M. - REGULAR AFTERNOON CALENDAR**
- XIV. ADJOURNMENTS – Meeting Adjourned in the Memory of (Moment of Silence and Reading of Names, City)**

Quarterly: Special Board Meeting – Closed Session on Personnel Matters

NOTE: The next regular meeting will be held on March 8, 2016.

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

XIII. APPENDIX B. 4/5ths and Unanimous Vote Requirements

Subject	Vote	Code	Description
Off Agenda Action	Unanimous	Gov Code §54954.2(b)(2)	To consider an item not on the Agenda, the Board must make findings that the need to take action arose after the Agenda was posted. The vote requires at least four votes of the Board if two-thirds of the members are present. If less than two-thirds are present, it requires a unanimous vote.
Airport	4/5	Gov Code §26021	Property acquisition for airport purchases by purchase, condemnation or lease; resolution for County aid.
Airport	4/5	Gov Code §26026	Contribute money to the United States for the acquisition or improvement by the United States or any of its authorized agencies of airports in the county.
Bonds		Gov. Code §§26880, 26885, 26946, 29917, 53595.20, 53345.8; Sts. & Hwys Code §§9132, 5227, 10355, 9534.5; Ed. Code §15145; Pub. Util. Code §§99100, 99102, 99118, 99119	There are many special voting requirements and other processes required for bonds. Please check with counsel.
Bridges	4/5	Pub. Contract §20405(c)	Modify the plans, specifications and working details of bridge construction contracts.
Budget	4/5	Gov Code §29088	Changes to proposed budget after budget hearing but prior to final budget
Budget	4/5	Gov Code §29125	The following transfers and revisions to the adopted appropriations require a 4/5 vote: (1) between funds; or (2) transfers from appropriation for contingencies.
Budget	4/5	Gov Code §29127	Adopt resolution necessary to appropriate and expend funds necessary to meet specific emergencies.

Budget	4/5	Gov Code §29130	Make available for appropriation any of the following fund balances: a) Restricted, committed, assigned, and unassigned fund balances, excluding the general reserves and nonspendable fund balance; b) Amounts that are either in excess of anticipated amounts or not specifically set forth in the budget derived from any actual or anticipated increases in financing sources.
Collections	4/5	Gov Code §26220(a) and (b)	a) Assign for the purpose of collection any or all delinquent bills, claims and accounts, and any or all money judgments taken in the name of the County. b) Assign for the purpose of collection any or all delinquent or unsecured taxes.
Condemnation/Eminent Domain	4/5	Code of Civ. Pro §1245.240	Adopt a resolution of necessity prior to commencing an eminent domain proceeding.
Contracts	4/5	Pub. Contract Code §20128	Modify terms of a construction contract.
Contracts	4/5	Pub. Contract Code § 20135	Alter or change in any manner the plans and specifications previously adopted by the Board for the erection, alteration, construction, or repair of any public building or structure, where such alteration or change increases cost.
Contracts	4/5	Pub. Contract Code §20136	Adopt an order to alter or change a contract that is for the erection, construction, alteration or repair of any public building or other structure.
Contracts	4/5	Pub. Contract Code § 20137	Contracts for the erection, construction, alteration, or repair of any public building or other structure: the Board may authorize a change if it does not exceed 10% of the original contract price
Contracts	4/5	Pub. Contract Code § 20150.10	Adopt a resolution declaring that a project can be performed more economically by county personnel, or that in the Board's opinion a contract to perform the project can be negotiated with the original bidders at a lower price than that in any of the bids, or the materials or supplies furnished at a lower price in the open market.
Contracts	4/5	Pub. Contract Code § 22038(a)(2)	After rejection of bids, adopt a resolution that declares that a project can be performed more economically by the employees of the agency.
Contracts	4/5	Pub. Contract Code §22050(a)(1)	In the case of an emergency, repair or replace a public facility, take any directly related and immediate action

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			required by that emergency, and procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts. (See also Pub. Contract Code §22035.)
Contracts	4/5	Pub. Contract Code §22050(b)(1)	Adopt a resolution or ordinance that delegates to the appropriate county administrative officer, chief engineer or other nonelected agency officer, the authority to order any action pursuant to the emergency powers described in (a)(1) above.
Contracts	4/5	Pub. Contract Code §3400(c)(4)	Use of specific brand/trade name (without “or equal”) in the invitation of bids or requests for proposals in order to respond to an emergency declared by a local agency by a four-fifths vote.
Counsel	4/5	Gov. Code § 25203	Employ counsel to assist the district attorney, county counsel or other counsel for the county or public entity for which the Board is the governing body.
Flood Control, Maintenance and Sanitation District	4/5	Gov. Code § 23014	Adopt a resolution appropriating any of its available moneys to a revolving fund (not to exceed \$500,000) to be used by any county sanitation district, county flood control district, or county district maintenance district located wholly within the county for certain purposes.
Legislation	4/5	Gov. Code §25123(d); Elec. Code §9141(a)(4)	Adopt ordinances that are for the immediate preservation of the public peace, health or safety, which contain a declaration of the facts constituting the urgency, in which case the ordinance shall take effect immediately.
Parks	Unanimous	Gov. Code §25583	Adopt a resolution of intention to abandon a park or a portion of a park and fix a time when it will meet to take final action.
Parks	4/5	Gov. Code §25553	Find that the enlargement or improvement of the public park, beach, golf course or recreation ground is of general county interest or that the cost of maintenance is increased by reason of use by residents of the county outside of the city, such that the Board may determine to extend aid to city parks.
Planning	4/5	Gov. Code §65858	Adopt as an urgency measure, an interim ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal. Any extension of time on the interim ordinance also requires a 4/5 vote.

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Planning	4/5	Pub. Util. Code §§ 21676, 21676.5	Overrule an airport land use commission's determination.
Property	Unanimous	Gov. Code §25363	Cash sale or lease of any property not required for public use at a noticed public auction (4/5ths vote); sale or lease at an unadvertised, private sale can be authorized by simple majority, but only after the Board unanimously finds that the value of the property does not exceed \$500, monthly rental value is less than \$75 or it is a product of a County farm.
Property	Unanimous	Gov. Code §25550 & §25550.5	Conveyance of county property to city for public park purposes
Property	4/5	Gov. Code §25365(a)	Convey to another governmental agency within the county any real or personal property
Property	4/5	Gov. Code §25365(b)	Exchange real property with any person, firm or corporation for the purpose of removing defects in the title or where the real property is not required for county use and the county to be acquired is required for county use.
Property	4/5	Gov. Code §25515.2(c)	Action to approve any sale, lease, lease with option to purchase, development or contract agreement for public property after a request for proposals.
Property	4/5	Gov. Code §25536(a)	Enter leases, concession or managerial contracts involving leasing or subleasing county-owned, leased or managed property devoted to or held for certain purposes
Property	4/5	Gov. Code §25536(c)	Sell or lease county-owned property without complying with Article 8 "Sale or Lease of Real Property" if the county repurchase or leases back the property as part of the same transaction. Pledge specific revenues as security for the payment of obligations incurred in the repurchase or leaseback of the property.
Property	4/5	Gov. Code §25536.5	Approve an agreement to amend a lease, sublease, concession or managerial contract entered to permit a permanent improvement or alteration of property at the expense of the lessee or concessionaire and to permit a credit on rentals or other reimbursement.
Property	4/5	Gov. Code §25526	Adopt a resolution declaring intent to sell or lease property.
Property	4/5	Gov. Code §53867	Determines that property cannot be sold for a sum at

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			least equal to the total of the amount paid, all accrued penalties and delinquencies, and necessary expenses incurred, the local agency may sell the property or lien for less than such total but not less than the fair market value of the property or lien.
Roads	Unanimous	Sts. & Hwy Code §1026(c)	County aid to road districts: order the expense of material for highway construction to be paid out of the county general fund.
Special Assessment Districts	4/5	Sts. & Hy. Code §§ 2808.5, 2808.6, 2808.7	There are several statutory special vote requirements related to special assessment districts. Please consult with County Counsel.
Special Purpose District	Unanimous	Gov. Code § 26909, subd. (b)	Approve a unanimous request made by the governing board of a special district to replace an annual audit with another specified audit.
Streets and Highway	4/5	Sts. & Hwy. Code §942	Let county equipment used in the maintenance and construction of county roads, when such equipment is not in use upon the roads under the jurisdiction of the board, and may charge for the use thereof a rental, and arrange the basis of compensation, in keeping with the general conditions prevailing in the county in which the transaction is made.
Streets and Highway	4/5	Sts. & Hwy. Code § 969.5	Adopt a resolution that determines that the general county interest demands the improvement or repair of a privately owned road.
Streets and Highway	4/5	Sts. & Hwy. Code § 1070	Determine that the public convenience and necessity demand the acquisition or construction of a new county highway or improvement, repair or maintenance of any existing county highway, and the expense of such new highway or the expense of improving, repairing, or maintaining such existing highway is too great to pay out of the road fund of the district (such that the Board may adopt a resolution to make such acquisition or do such work and charge the expense to the county general fund, the road fund of the county, or the district fund of any district benefited).
Streets and Highway	4/5	Sts. & Hwy. Code § 1627	Adopt a resolution that establishes a “county highway right of way acquisition revolving fund” for acquiring rights of way for county highway purposes through purchase or condemnation.

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Streets and Highway	4/5	Sts. & Hwy. Code §§ 1680, 1686	Adopt a resolution that determines that certain activities are of general county interest and that county aid may be extended to cities for city streets.
Streets and Highway	4/5	Sts. & Hwy. Code § 1700	Adopt a resolution that declares any highway lying in whole or in part within a city to be a county highway for one or more of the following purposes: acquisition of rights-of-way, construction, maintenance, improvement, or repair.
Tax	4/5	Gov. Code § 53724	Approve an ordinance or resolution that proposes a tax that is subject to approval by the voters pursuant to Government Code section 53722
Tax	4/5	Rev. & Tax. Code § 7285	Approve ordinance proposing a transactions and use tax for general purposes.
Tax	4/5	Rev. & Tax. Code § 7285.5	Adopt ordinance regarding a transactions and use tax for specific purposes.

Appendix – Governance Standards

Governance is the act of transforming the needs and desires of the community into policies that direct the organization. The way in which those responsible for governance set direction related to policy, budget and finance, human resources, collective bargaining, facilities and advocacy is critical to the success and health of the County. The integrity of the County is dependent upon the responsible and professional manner in which each Board member, the Board collectively, the County Administrator, and the County executive team fulfill their governance obligations.

The community elects Board members to set and monitor the direction of the County. High performing Boards have four essential characteristics that are the building blocks of effective governance:

1. **Maintaining a Unity of Purpose:** Represents a common focus, goals, and values about the organization and the community that transcends individual differences and political purpose.
2. **Governing within the role as a Board:** Represents a respect for the essential and distinct roles, of the Board, the County Administrator, County Counsel, and the County's executive team.
3. **Creating a positive governance culture:** Represents the norm and expectations of tone and of the way people in an organization treat each other.
4. **Structuring work for effective governance:** Represents the formal structure and processes used by the Board and the County Administrator in their functioning as a team; how they operate and do business.

One of the most important governance relationships that exist is that between the Board of Supervisors and the County Administrator. It is essential that this relationship be clearly defined, collaborative and based upon mutual trust and respect. Such a relationship ensures the best governance results. It is especially important for the Board to establish and maintain a strong communication relationship with the County Administrator. In particular, it is important for the Board to honor, affirm and celebrate the value of those who work for the County; provide direction through the County Administrator and County Counsel; and seek significant staff resources through discussion with the County Administrator and full Board for consideration.

Generally, governance is about setting policy by defining the “what” of the organization, and administration is focused on the “how” policy gets implemented. If the Board is focused on long-term outcomes, it tends to be strategic; if it is about short-term objectives or incremental steps, it tends to be administrative. Since the line between policy and administration can vary from topic to topic or issue to issue, it is essential that the County Administrator and the Board have a clear, mutually agreed upon understanding of how their roles and responsibilities will be defined.

Accordingly, the primary role of the County Board of Supervisors is to collectively set the strategic direction and policies for the organization, which ensures fiscal sustainability, sets forth strategies for addressing the community's pressing issues, supports harmony and success within the organization, and defines the objectives of the Strategic Plan. The primary role of the County Administrator is to implement the direction and policy set by the Board, advise the Board's strategy deliberations, implement the County's strategic plan, and safeguard the public's resources.

More specifically, the primary responsibilities of the Board of Supervisors are to:

Set the strategic direction for the County. Ensure a long term vision is established for the County; Identify strategic priorities; Staff is charged with tactical decisions to support the strategic direction.

Establish the governance structure for the County. Appoint the County Administrator, County Counsel, and some Department/Agency Heads; Adopt the County Budget; Adopt ordinances and policies; Attend and advise numerous boards, commissions and committees; Work with affiliated elected officials.

Provide support to the County. Provide clear and consistent direction; Support/advocate for programs and policies adopted by the Board; Provide policy direction that supports programs and aligns resources; Support staff carrying out the Board's direction; Hold itself accountable for high quality governance and adherence to protocols and policies.

Ensure accountability. Hold the County Administrator accountable for achieving the goals set by the Board; Monitor and assess the effectiveness of policies and programs approved by the Board; Monitor the fiscal health of the County.

Demonstrate community leadership. Engage and involve county residents and other stakeholders in appropriate and meaningful ways in setting the goals, objectives and major programs of the County; Communicate clear information about County policies, the fiscal condition of the organization and progress on goals; Identify cross cutting issues through ongoing interaction with a wide variety of stakeholders; Become and remain immersed in the needs and concerns of residents; Represent the needs of individual districts as well as the needs of the county as a whole; Be visible and accessible.

SPECIFIC NORMS AND EXPECTATIONS

Behavioral Norms for all County leaders (examples)

1. Treat everyone with dignity and respect.
2. Attend Board meetings, fully prepared, on time, and focused.
3. Strive to build trust in every interaction by demonstrating empathy, speaking personally, and giving the benefit of the doubt.
4. Use "I statements" – provide feedback in the spirit of sharing information; take ownership for your feelings.
5. Refrain from being judgmental; stay curious, inquire, and assume that everyone is operating with the best intentions.
6. Refrain from publically criticizing any County employee's performance.
7. Reflect positive cultural norms and values in public forums.
8. Ultimately, we rise and fall as one. Take mutual credit for successes and losses.

Supervisor's Mutual Expectations (examples)

1. Refrain from exercising the "Power of 1".
2. Represent the needs of our County as well as the needs of our Districts.
3. Operate from a list of shared priorities, goals, and strategic priorities.

4. Speak up and be clear about perspectives; do not acquiesce by remaining silent when you disagree.
5. Show respect for issues in each other's Districts and policy positions.
6. Consult with another Supervisor to gain perspective on unique issues and needs in all Districts.
7. Demonstrate sensitivity of each other's needs.
8. While respecting transparency and legal requirements, always aim to work out differences directly with peers versus involving CAO or others.
9. When the needs of other Districts inhibit consensus, strive for compromise.
10. Depending on the circumstances, understand that being in the minority may be appropriate politics.
11. After a difficult vote, be prepared to respect the majority point of view. Comment on own thought process and intention.

Supervisor relationship with CAO

1. Engage CAO's office whenever significant staff resources are required.
2. Engage CAO's office whenever more than a nominal amount of financial resources are required.
3. Include the CAO's office when making requests of Department Heads.
4. Strive to be clear about your District's needs.
5. Support the County Administrator by providing direct, specific, timely non-punishing feedback - positive and corrective.
6. Be clear with CAO about intentions and goals for policy and projects.
7. Respect CAO's role in having to make decisions, influence, and/or control department resources.
8. Understand and accept that some of the CAO's input and information may be unwelcome at times.

CAO relationship with Supervisors

1. Facilitate the Supervisor's success and the Board's Success.
2. Calendar and conduct a timely, annual strategic planning process with clear deliverables and quarterly updates.
3. Support Department Heads in delivering work product to meet the Board's needs. Usher work through; be the gatekeeper, when necessary.
4. Strive for positive working relationships with all members of the body equally regardless of personality, philosophy, positions on issues, etc.
5. Work for "evenhandedness" recognizing that communication preferences may require spending more time with certain Supervisors.
6. Strive to understand the intentions of Supervisor's goals.
7. Provide information equally to all members of the body.
8. Minimize surprises for the Board.
9. Be engaged with community leaders and organizations to inform and improve services to best meet the needs of the community.
10. Help hold Supervisors accountable for their commitments and actions.

Supervisor relationship with Department Heads

1. Understand the level of effort before chartering or requesting work and refrain from the Power of 1.
2. Strive to be clear about scope, urgency, expectations of the assignment and include CAO (cc) when its not a constituent issue.
3. Stay open to further clarifying details, providing specifics, and revising assignment.

4. Leave project management and implementation to Departments and analysts.
5. Bring Department Head performance issues and performance feedback to the CAO's office first.
6. Respect Department Head professional judgment even if the perspective is unwelcome (e.g. refrain from Power of 1).

Supervisor relationship with Other Staff

1. Individual Supervisor work requests to staff should be in the form of gathering information (as opposed to directing work).
2. Include the Department Head when requesting work from department staff.
3. If Supervisors have concerns and/or specific information needs, provide staff a 'heads-up' in advance of Board meetings so staff can be prepared to address them.
4. Manage questions or issues about staff competence *privately* with appropriate Department Head.

DRAFT

Sonoma County Board of Supervisors



Board Rules of Procedures

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2nd Revision: 04/15/2014

3rd Revision: 10/4/2016

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RULES OF PROCEDURE
OF THE BOARD OF SUPERVISORS SONOMA COUNTY, CALIFORNIA

PURPOSE

The Institute for Local Government recommends local governments establish a set of rules and procedures for facilitating the decision-making process in a smooth and fair manner. The purpose of these Rules of Procedures (“Rules”) is to foster understanding and respect for the democratic process, facilitate compliance with applicable laws, encourage public participation, provide guidance on decorum, and enhance effective and efficient management of Board meetings.

GENERAL

Rule 1. Applicability of Rules

These Rules are adopted pursuant to Government Code §25003. The Rules shall apply to the Board of Supervisors of the County of Sonoma whether sitting as the Board of Supervisors of the County or as the governing board of any other district, commission, authority or board.

These Rules are intended to expedite the transaction of business of the Board in an orderly fashion, and are deemed to be procedural only. The failure to strictly observe application of the Rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise held in conformity with the law. Except as otherwise provide by law, these Rules, or any one of them, may be suspended by a majority of the Board. These Rules supersede and replace all rules of procedure previously adopted by the Board.

Rule 2. Definitions

In interpreting these Rules:

“Board” refers to the Board of Supervisors of Sonoma County, whether sitting as the Board of Supervisors of the County or as the governing body of any other district, authority or board

“Board member” refers to a member of the Board

“Chair” and “Vice Chair” refers to the Board members elected to those respective offices

“Clerk” refers to the Clerk of the Board of Sonoma County

“County Administrator” refers to the County Administrative Officer of Sonoma County

MEETINGS

Rule 3. Regular Meetings and Annual Calendar

Regular meetings generally shall be held on each Tuesday of every month except the Board shall generally not meet on any fifth Tuesday of a calendar month, or on any Tuesday following a Monday holiday. In addition, any meeting may be cancelled upon the order of the Chair, or by a majority of the members of the Board.

Regular meetings shall commence at 8:30 a.m. and shall be held at the Board of Supervisors Chambers at 575 Administration Drive, Suite 102A, Santa Rosa, California, unless the time, date and location are changed by a majority vote of the Board, and so noticed. Business shall normally be conducted between 8:30 a.m. and 5:00 p.m., but may continue past 5:00 p.m., without objection from the Board members present.

An annual calendar of meetings shall be adopted by the Board at their first meeting in January. The calendar will include all known regular meetings. ~~Any meeting may be canceled upon the order of the Chair, or by a majority of Board members.~~

Rule 4. Special Meetings, Budget Hearings, Workshops and Planning Meetings

Special meetings may be called at any time by the Chair, or by a majority of the members. Upon the call of a special meeting, the Clerk will prepare and distribute, at least 24 hours before the time of the special meeting, written notice to each member and to a local newspaper of general circulation. The notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings (Government Code §54956).

Budget Hearings, Workshops, Study Sessions and Planning Meetings may be called by the Chair or by a majority of the Board at times and locations in accordance with the law and specified notice provisions.

Rule 5. Emergency Meetings

Emergency meetings may be called by the Chair or by a majority of the Board, in the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, ~~or response to natural or other disaster~~. Upon the call of an emergency meeting, the Clerk shall give notice of the meeting, and comply with posting requirements (Government Code §54956.5).

Rule 6. Closed Sessions

Closed sessions of the Board can be called by the Chair or by a majority of the Board, for those purposes allowed by law (Government Code §54956.7).

Prior to holding any closed session, the Chair shall announce the session in an open meeting, and shall provide an opportunity for public comment on items on the closed session agenda. During the closed session the Board may consider only those items on the agenda. At the conclusion of the closed session the Board shall report, in an open meeting, as required by law, action taken (Government Code §54957.1).

ELECTIONS, POWERS, AND DUTIES OF THE CHAIR, VICE-CHAIR, AND CHAIR PRO-TEMPORE

Rule 7. Annual Selection of Chair and Vice Chair

At its first regular meeting, after January 1 of each year, the Board shall nominate and elect from its membership a Chair, Vice Chair, and a Chair Pro-Tempore. The Chair shall call the meeting to order and the first order of business shall be the election of officers for the ensuing calendar year. The Chair, Vice Chair, and Chair Pro-Tempore shall serve until the election of their successors.

Rule 8. Powers of Chair, Vice-Chair, and Chair Pro-Tempore

The Chair shall serve as presiding officer of the Board, rule on questions of procedure, appoint members to committees and special assignments, and execute official Board records and documents presented by the County Administrator/Clerk. In the absence or unavailability of the Chair, the Vice-Chair shall call the meeting to order and serve as presiding officer. The Vice-Chair shall have and exercise all powers and duties of the Chair for meetings over which he or she is called to preside, ~~including executing official board records and documents~~, and at ceremonial and official functions, which the Chair cannot attend.

If both the Chair and the Vice-Chair are absent or unable to participate, the Chair Pro-Tempore shall call the meeting to order, serve as the presiding officer, and shall have and exercise all power and duties of the Chair for

the meeting over which he or she is called to preside and at ceremonial and official functions, which the Chair or Vice Chair cannot attend.

AGENDAS AND AGENDA MATERIALS

Rule 9. Meeting Agenda

At least 72 hours before a regular meeting, the Clerk shall post an agenda. The agenda shall consist of a brief statement of each item to be considered by the Board (Government Code §54950). The agenda shall indicate the time and location of the meeting and shall be posted as required by law.

Rule 10. Addendums/Supplemental Agenda Items

The Clerk shall prepare, post, and distribute all addendums/supplemental agendas when there has been an item added, continued, deleted, and/or modified since the distribution of the initial meeting agenda.

Rule 11. Use of Clerk of the Board Required Agenda Form

All Departments/Agencies shall use agenda forms, as prescribed by the Clerk, when submitting items to be placed on the Board's agenda for consideration. The Clerk shall make prescribed forms available. Without amendment to these Rules, the County Administrator may change agenda forms.

Rule 12. Department/Agency Agenda Responsibilities

When submitting an item for consideration by the Board, it is the responsibility of the originating Department /Agency to provide all required information, and to meet all timelines established by the County Administrator and Clerk. Originating Departments/Agencies shall submit sufficient copies to meet the distribution and processing requirements of the Clerk.

Rule 13. Review and Filing of Agenda Items

All agenda items, ~~regardless of the official capacity in which the Board is acting,~~ require review by the County Administrator's Office prior to submission to the Clerk for placement on the agenda. Agenda items are to be submitted to the County Administrator's Office complete, with all back-up materials, and in accordance with all requirements and instructions as established by the County Administrator.

The County Administrator may ask for additional information, clarification, and may determine not to place any item on the agenda ~~that is not complete or is not submitted in accordance with instructions.~~ Without amendment to these Rules, agenda submittal instructions may be amended or additional requirements imposed to ensure appropriate review and Brown Act compliance.

Rule 14. Supplemental Correspondence and Information Prior to Board Meeting and During the Board Meeting

After Initial Agenda Distribution and Prior to the Meeting Rule - Agenda materials distributed, via mail, email, or hand delivered by the public to a majority of the Board or their staff, that is distributed or redistributed to another County employee, must be forwarded to the Clerk for public review.

At the Meeting Rule - Documents, including PowerPoint handouts, distributed to Board members by County employees or Board members themselves at the meeting, shall be kept to a minimum. When necessary to distribute materials at the meeting, 20 copies shall be provided to the Clerk for distribution to: Board members, County Administrator, County Counsel, and the Clerk, with remaining copies available for distribution to the general public. If large numbers of the public are anticipated to attend the Board Meeting on a matter and new information

will be distributed to the Board members, then the number of copies should be increased to anticipate the number needed for the public.

Any supplemental correspondence or written information related to an agenda item which is provided to three or more Board members, and/or members of their staffs, shall be concurrently filed with the Clerk and made a part of the official record. This Rule shall not apply to attorney-client privileged communications.

Sufficient copies of supplemental correspondence and information should be delivered to the Clerk and the Clerk shall make the appropriate distribution to the Board, CAO and County Counsel.

Rule 15. County Counsel Approval as to Form

All agenda items which require County Counsel's approval shall be reviewed and approved, prior to submittal to the County Administrator Office. County Counsel shall provide instructions to departments and agencies on what items require such approval.

CONDUCT OF BUSINESS

Rule 16. Order of Business

~~The Order of Business for Regular meetings is attached to these Rules as Appendix A. The Board shall conduct business in the order specified in the posted agenda or as modified as determined necessary by the Chair. The Board may permanently modify or amend the Agenda Order by majority vote. Without amending these Rules, the Board may modify or amend the Order of Business for Regular meetings, which shall be attached to these Rules as Appendix A.~~

Rule 17. Board Member; Notification of Absence

If any Board member is unable to attend a meeting of the Board, all reasonable efforts shall be made to notify the Chair, County Administrator, and the Clerk, in writing and as soon as possible to ensure there are sufficient members present to consider all agenda items.

Rule 18. Quorum and Action

Three members of the Board shall constitute a quorum sufficient to transact business. In the absence of a quorum, the remaining members or the Clerk may adjourn the meeting to another date and time in accordance with Government Code §54944 and shall post a Notice of Adjournment.

Rule 19. Matters Not on the Agenda/Emergency Items

No action shall be taken on any item not appearing on the posted agenda except: Upon a majority vote of the Board that an emergency situation exists as defined in Government Code §54956.5; Upon a determination by a four-fifths (4/5) vote of the Board, or if less than four-fifths (4/5) of the members are present, a unanimous vote of those members present, that 1) there is a need to take immediate action, and 2) the issue arose subsequent to the agenda being posted.

Any requests to hear a matter not on the agenda or emergency item shall be communicated to the Chair, County Administrator, County Counsel and Clerk as soon as the need becomes known.

Rule 20. Consent/Regular Calendar Items

Agenda items on the Consent Calendar are routine in nature, consistent with adopted Board policy, and do not require individual consideration. The Consent Calendar will be enacted by one motion for approval of the

recommended actions. There will be no separate discussion of these items prior to the time the Board votes on the motion unless any member of the Board requests removal of a specific item from the Consent Calendar for separate discussion and action. Any Board member may ask the Clerk to record a “no” or “abstention” vote on any Consent Calendar item.

Agenda items on the Regular Calendar require separate discussion and/or action and may include, but are not limited to changes in policy, items that require the Board to consider options and provide direction, requests for new or unbudgeted positions, introductions or adoption of a proposed Ordinance, Public Hearings, and other matters as required by law.

Rule 21. Public Hearings

Upon receipt of a request by a Department/Agency or Board member for a public hearing, the County Administrator or Clerk may set the hearing without action of the Board unless the Board is required by law to schedule the hearing. In that event, the matter shall be placed on the Consent Calendar to set the hearing. Subject to the Chair’s right to maintain order, any person wishing to speak at a public hearing shall be heard. Except for closing comments allowed an applicant and the appellant in the case of an appeal, each speaker shall speak only once.

Each speaker’s presentation at a public hearing shall be relevant and to the point, and shall be as brief as possible; visual and other materials may be used as appropriate. The Chair may establish a time limit for presentations. When speakers use or submit to the Board visual or other materials, such materials shall become part of the file and identified and maintained as such. When CDs, DVDs, thumb drives, USB memory sticks, or other portable electronic media (e-media) are submitted to the Board, at least one hard-copy of the information stored on the e-media must be provided to the Clerk. Speakers with lengthy presentations are encouraged to submit them in writing.

The closing of a quasi-adjudicatory public hearing signifies the point after which the Board will no longer accept or consider any additional communication on the matter that was the subject of the hearing. As used in this Rule, “communication” includes oral communication; written communication such as documents, letters, and photographs; and any type of electronic communication, including e-mails, e-mail attachments, graphic images, spread sheets, text messages, and social media messages.

Should the Board close a public hearing and continue its deliberations to a subsequent meeting, or announce a tentative decision, by motion or other proceedings, and defer its action on a final decision to a subsequent meeting to allow preparation of appropriate findings and/or conditions of approval, any written or electronic communication received by a Board member or the Clerk after the close of the hearing on the matter that was the subject of the hearing shall be placed in a separate file kept by the Clerk and labeled to indicate it was received after the close of the hearing. Late written and electronic communication shall not be given to Board members, nor should Board members retain copies.

Should County staff determine that communication received after the close of a quasi-adjudicatory public hearing should be considered by the Board prior to its rendering a final decision on the matter that was the subject of the hearing, County staff shall recommend to the Board that the hearing be reopened. If the Board concurs, the Board shall reopen the hearing, following appropriate notice, for the limited purpose of receiving testimony and evidence on the new information.

PROCEDURE AND VOTING

Rule 22. Quasi-Adjudicatory Hearings

In addition to the procedures in Rule 21, the following requirements apply to quasi-adjudicatory hearings. Board members shall maintain their impartiality and avoid reaching a final decision in quasi-adjudicatory matters prior to the close of the public hearing. Board members may, however, express tentative opinions and concerns prior to their final decision, as this facilitates robust exploration and discussion of issues with which the Board is concerned. Consistent with the duty of impartiality and the conduct of a fair hearing, Board members are encouraged to explain to those seeking commitment on a vote or project, that they cannot make a decision until they have considered all the information presented at the hearing.

Board members shall base their decisions solely on the public record and the information received at the public hearing. Board members may meet with interested parties and go on site visits prior to the public hearing. Where such contacts or site visits occur, the chair shall have Board members disclose these contacts or site visits, and any material facts learned from the contacts or site visits that are not in the staff report or public record, prior to the opening of the public hearing. This is to ensure all interested parties have an opportunity in the course of the public hearing to respond to any non-public and specific factual information that may have been learned by Board members prior to the hearing.

The Chair has authority to structure quasi-adjudicatory proceedings to fairly address any situation where new and unanticipated issues of importance arise in the hearing.

Notwithstanding Rule 14, all written communications from interested parties with members of the Board regarding quasi-adjudicatory matters shall be submitted to the Clerk for public review.

Rule 23. Order and Decorum

The Chair shall preserve order and decorum and shall decide all questions of order and procedure subject to an appeal to the Board. The nature of any appeal shall be briefly stated and the Chair shall have the right to state the reason for his or her decision

A Board member wishing to speak shall refrain until he or she has been recognized by the Chair. While a member is speaking, member shall be respectful and shall not engage in or entertain private discussions. Consistent with the purpose of the Rules, members are encouraged to use a formal style, including appropriate titles, in addressing the public, staff and each other. All members shall refrain from the use of profanity, emotional outbursts, personal attacks or any speech or conduct which tends to bring the organization into disrepute.

Rule 24. Commitment to Civility

To assure civility in its public meetings, staff and the public are also encouraged to engage in respectful dialog that supports freedom of speech and values diversity of opinion. To achieve compliance with these Rules, Members, staff, and the public are encouraged to:

- Create an atmosphere of respect and civility where elected officials, County staff, and the public are free to express their ideas;
- Establish and maintain a cordial and respectful atmosphere during discussions;
- Foster meaningful dialogue free of personal attacks;
- Listen with an open mind to all information, including dissenting points of view, regarding issues presented to the Board; and
- Recognize it is sometimes difficult to speak at Board meetings, and out of respect for each person's feelings, allow them to have their say without comment, including booing, whistling or clapping;
- Adhere to speaking time limit.

Rule 25. Use of Electronic Devices and Documents

The use of electronic documents, via iPads or other electronic means, is encouraged as a means of reducing the production and distribution of paper documents, and thereby decreasing costs. Any member of the public may view the same electronic documents on line at (http://supervisors.sonoma-county.org/meeting_archive.aspx?sid=1001&id=1002), or may view the documents in paper form in the Clerk of the Board's Office.

The Board shall refrain from emailing, texting, using social media, or otherwise engaging in electronic communications in the Board Chambers on matters that are listed on the Board agenda.

Rule 26. Motions – General

Any motion for action shall require a second before being acknowledged by the Chair. The Clerk shall enter into the minutes the motion and the names of the moving and seconding members. After a motion is stated by the Chair, it shall be open for debate but may be withdrawn by the maker at any time before a decision is made or an amendment adopted. A motion may be amended with the consent of the moving and seconding members at any time before a decision is made or an amendment adopted unless another motion is pending. The Clerk shall enter into the minutes the vote of each member on each motion.

Rule 27. Voting

It shall take at least three affirmative votes of the Board to pass any motion (Govt. Code §25005), except where supermajority four-fifths (4/5) votes or unanimous votes are required by law. Appendix B contains a list of common items that require a four-fifths (4/5) vote. Appendix B may be up-dated without amending these Rules. An abstention shall count as neither an "aye" nor a "no" vote.

A supervisor who is absent from all or a part of: (1) a public hearing, (2) an item that requires findings, or (3) an item that is quasi-judicial in nature, may subsequently vote on the matter if the supervisor has reviewed all evidence received during his/her absence, listened to the Clerk's recording or read a true and complete transcript of the proceedings, and so states on the record.

Rule 28. Roll Call Votes

~~The roll need not be called in voting upon a motion except where specifically required by law or requested by a Board member or the Chair.~~ Roll call votes shall be taken to act on any agenda items when there is not a unanimous action. A record of the roll call vote shall be included in the minutes by the Clerk of the Board. Each roll call vote shall be made in an order determined by the Clerk or directed by the Chair but generally shall first include: the maker of the motion; the member who seconded the motion; the balance of the members present, with the Chair called last, unless the Chair made, or seconded, the motion.

Rule 29. Conflicts of Interest

Any member with a disqualifying conflict of interest must, in compliance with the Political Reform Act:

- Publically state the nature of the conflict in sufficient detail to be understood by the public;
- Recuse himself/herself from discussing and voting on item; and
- Leave the room until after the discussion, vote, and other disposition of the matter is concluded, unless the matter has been placed on the Consent Calendar.

The member may be allowed to address the Board as a member of the public. Disclosure of a conflict shall be noted in the official Board minutes. The member must also comply with all other applicable conflicts of interest laws.

Members may not have a financial interest in a contract approved or considered by the Board. In these cases disclosure and recusal does not remove the conflict and such a contract is considered void (Government Code §1090). The member is encouraged to discuss possible conflicts with County Counsel prior to the meeting.

Rule 30. Motion to Rescind

A motion to rescind any action or motion shall require four-fifths (4/5) vote unless notice has been given at the previous meeting, either verbally or in writing. If notice has been given, the motion requires only a majority vote of all the members of the Board. A motion to rescind is not in order if action has been taken which cannot be changed.

Rule 31. Motion to Reconsider

Any Board member who votes in the majority on a question, as well as any Board member who was absent, is eligible to make a motion to reconsider. A motion to reconsider shall be in order during the meeting at which the action to be reconsidered took place provided members of the public in attendance during the original action are still present in the Board chamber. In all other cases, motions for reconsideration must be placed on a future agenda for action.

A motion to reconsider shall require a majority vote. A motion to reconsider, if lost, shall not be renewed nor shall any subject be reconsidered a second time within twelve (12) months except by a four-fifths (4/5) vote of the Board. A motion to reconsider is not in order if action has been taken which cannot be changed.

Rule 32. Substitute Motion

A substitute motion is an amendment where an entire resolution or section, or one or more paragraphs is struck out and another is inserted in its place. The motion to substitute, if adopted by majority vote, does away entirely with the original motion. The vote shall then be taken on the motion that was substituted. A substitute motion is appropriate if amendments become involved or a paragraph requires considerable changes. A substitute motion may not be made when an amendment is pending.

Rule 33. Ordinances

It is the intent of the Board of Supervisors to provide meaningful time for public review of ordinances prior to the Board's consideration of the ordinances. For non-routine ordinances, this review period may be several weeks in length. The County Administrator will, in consultation with the Chair, County Counsel, and Department Heads, set this review period greater than that legally required based on the significance and potential impact of the proposed ordinance.

Ordinances (other than zoning ordinances) are introduced at one meeting (first reading), then generally placed on the agenda for adoption at a subsequent meeting.

The first reading will become the primary meeting at which: (1) the title of the ordinance will be read; (2) the Board will typically consider a motion to waive the reading of the text of the ordinance and to introduce the ordinance by title only; (3) members of the public shall have an opportunity to address the ordinance; (4) the ordinance shall be introduced by a motion and majority vote of the Board.

At the second reading: (1) the ordinance may be placed on the Consent Calendar for adoption; (2) if pulled from the Consent Calendar for separate action, the title of the ordinance may be read; (3) a motion to adopt the ordinance may be made; (4) a majority vote by roll call will adopt the ordinance.

Pursuant to Government Code §25123, ordinances shall generally become effective 30 days from the date of final

passage.

Zoning ordinances are publicly noticed and may be adopted by majority roll call at one hearing. Other ordinance hearing procedures may be used as required by law.

Rule 34. Planning Matters – Request for Continuance

Any Board member may, at his or her sole discretion, continue a planning matter within his/her District from one agenda to another regular meeting of the Board.

Rule 35. Planning Matters – Original Jurisdiction

Any member may request the Board to exercise original jurisdiction over a use permit or other planning application, as authorized under the County Code, except in cases where state law requires a recommendation of the Planning Commission prior to action by the Board on the matter. A request to exercise original jurisdiction shall be filed in writing with the Clerk, or made orally at a Board meeting, prior to any decision by a lower level decision maker approving or denying the subject application. A request to exercise original jurisdiction need not state the reasons for the request but shall be brought as a noticed agenda item to the full Board for majority approval.

DUTIES OF COUNTY STAFF DURING BOARD MEETINGS

Rule 36. County Administrator

The County Administrator shall be present during Board meetings and shall provide such information as necessary to assist the Board members in their deliberation and decision making. The County Administrator may delegate this responsibility to the Assistant County Administrator or to a Deputy County Administrator.

Rule 37. County Counsel

County Counsel shall be present during Board meetings, and shall serve as advisor to the Board on appropriate rules to comply with legal requirements. All questions of law shall be referred to County Counsel for his or her opinion. County Counsel may delegate this responsibility to the Assistant County Counsel or a Deputy County Counsel.

Rule 38. Clerk of the Board

The Clerk or Deputy Clerk shall be present during all meetings for the purpose of taking and maintaining the minutes of the meeting; presenting and receiving correspondence, records, documents, claims, reports, or petitions; preserving all records; marking or attesting all resolutions and ordinances; imparting information on Board documents of public record; and otherwise fulfilling all duties imposed by law or required by the Board. The Clerk shall record all regular meetings of the Board by audio or visual means or both. Regular meetings may also be broadcast or webcast.

Rule 39. Sheriff

The Sheriff, or a representative of the Sheriff's Office, shall at the discretion of the Chair or a majority of Board members, be in attendance at meetings of the Board, for the purpose of maintaining order and upholding the law.

Rule 40. Department and Agency Directors

Department and Agency Directors, or a designee, having any matter on the agenda for consideration by the Board,

whether consent or regular, shall be available for the purpose of providing information to the Board and shall also attend any Board meeting when requested to do so by a Board member or the County Administrator.

COMMITTEES

Rule 41. Board Committees/Assignments and Reporting Requirements

The Clerk shall maintain a list of Board Committees and Assignments. Annually, the incoming Chair shall review the list of Committees and Assignments and shall determine which members to appoint for the upcoming year. The list of appointments shall be adopted by the Board at their first meeting in January.

All members who are assigned to special projects, committees, and separate boards or commissions shall provide regular reports to the full Board regarding their activity in connection with the special projects, committees, and separate boards or commissions. (Government Code §53234, et. seq.).

Committee members shall call board committee meetings as needed provided they are held in conformance with the law. The County Administrator's Office and County Counsel shall serve as support staff to all Board committees. Other department heads and/or staff may also support as requested by the committee.

Rule 42. Standing Committees

Standing committees are those which have continuing jurisdiction over a particular subject matter or whose meeting schedule is fixed by resolution or action of the Board. Even if comprised of less than a quorum of the Board, a standing committee is subject to the Brown Act.

The Chair shall appoint members to each standing committee. Generally, appointments shall occur at the Board's first regular meeting in January. All standing committees shall be appointed for the calendar year, and the members shall continue as committee members until their successors have been appointed.

Rule 43. Ad-Hoc Committees

Ad-Hoc committees are not subject to the Brown Act. They may be formed by the Chair or Board action, shall be solely composed of members of the board, consist of less than a quorum of the board, ~~shall serve address~~ a limited or single ~~purpose~~issue, for a limited time, and ~~shall~~ be dissolved once the specific task assigned is completed. Ad-Hoc Committees are encouraged to conclude their business at the end of each calendar year. The Clerk will maintain a current index of Ad-Hoc Committees and their purpose.

Rule 44. Board Assignments to Functional Groups of County Departments

The Chair shall designate a functional grouping of County Departments and related Agencies to each member of the Board for the calendar year.

The purpose of establishing functional group assignments emphasizes a structure that meets the following goals:

- To develop and maintain communications with County departments and related agencies;:-
- To encourage the discussion of goals and objectives and common problems between departments performing related functions and activities;:-
- To permit members of the Board to develop knowledge and understanding of the activities of County departments and related agencies; and
- To establish a relationship between members of the Board, the County Administrator's Office, and County departments and related agencies which will result in members of the Board concentrating on policy matters not administrative and management matters which are the responsibility of the County

Administrator and Department Heads.

The method of assignment of members of the Board is not intended to delegate any Board authority to a Committee or Board member. Departmental liaisons will not request or direct work of their assigned departments/agencies outside of the Board Referral process (Rule 45). One member of the Board of Supervisors shall be assigned to each group of functionally related County departments and agencies. The County Administrator shall assign a staff member to each functional group who shall serve as the County Administrator's representative of said departments.

The Board designates the following functional grouping of County departments and related agencies for the purpose of establishing assignments of members of the Board of Supervisors.

GENERAL ADMINISTRATIVE SERVICES

Board of Supervisors Fairgrounds
County Clerk/Recorder/Assessor ~~Library~~
County Counsel ~~Registrar of Voters~~ Human Resources
County Administrator General Services Department

~~LAFCO~~ Information Systems

FISCAL SERVICES/CONSUMER PROTECTION SERVICES ~~Agricultural Commissioner/ Sealer of Weights & Measures~~
~~Retirement Department of Agriculture~~
UC Cooperative Extension

Auditor-Controller-Treasurer-Tax Collector ~~Central Collections~~

DEVELOPMENT SERVICES

Ag Preservation and Open Space District ~~Fire and Emergency Services~~ Community Development Commission
Fire and Emergency Services Economic Development Board Permit & Resource Management Water
Agency/Sanitation
Regional Parks Transportation & Public Works ~~Air Pollution Control~~

CRIMINAL JUSTICE SYSTEM SERVICES

~~Courts Administration~~ Public Defender
District Attorney Sheriff's Office
Probation & Juvenile Halls ~~Law Library~~

HEALTH AND HUMAN SERVICES Child
Support Services
In-Home Supportive Services (IHSS)

Health Services Human Services

~~Animal Care and Control~~ ~~Veterans Services~~

OTHER

Rule 45. Board Member Referrals to Staff

Board member referrals, ~~excluding constituent work,~~ that are anticipated to involve significant staff time (generally 8 hours or more) or other resource commitment and/or are a departure from established county or departmental policy require Board approval prior to starting work. Board approval shall be obtained through any action of the Board that reflects the majority support of the Board, including ordinance, resolution, or minute order. Minute Orders should be used for less important actions, reflecting direction discussed during a meeting of the Board, which is then summarized and adopted within the minutes of the meeting prepared by the Clerk of the Board.

The County Administrator will place an informational item on the agenda for the referral, to include what existing projects and resources will be impacted by the new referral, and what resources are needed to carry out the new referral. Based on this information, the Board may adjust the scope of the referral, adjust relative time priority of existing efforts, or discontinue work on an existing referral or other project to create available resources for the new referral. An Ad Hoc Committee can also make a referral for staff work, in consultation with the CAO but without requiring a majority Board vote.

This policy shall not prevent an individual Board member from requesting verbal or written information that may require minor staff time, or is contained in existing Departmental reports. A request for information to support Board members in responding to constituent questions is not considered a referral for staff work. These requests should be directed to the CAO or to relevant Department/Agency Heads with a copy to the CAO.

Rule 46. Action Summaries and Recordings of Meetings

The Clerk shall prepare and distribute Action Summaries (“minutes”) of Board meetings. The minutes shall consist of the brief statement of each item posted on the agenda and supplemental agenda plus all motions, resolutions and ordinance numbers related thereto, all votes recorded thereon, and the final action taken by the Board. The minutes shall be made available internally and to the public and shall be placed on the Internet.

The Clerk shall maintain the official audio record of each Board meeting for a period of 3 years and will make these tapes available for listening by the public at no charge. The Clerk shall also maintain the official audio/video record of any meeting broadcasted. These audio/video records will also be made available to the public for viewing at no cost and will be maintained for a period of 3 years.

PARTICIPATION OF THE PUBLIC

Rule 47. Public Comment / Time Limits

Members of the public have the right to address the Board on any item within the subject matter jurisdiction of the Board (Government Code §54954.3). Members of the public shall direct their comments to the Chair who may, at his or her discretion, request a response from staff. Time limitations are at the discretion of the Chair, and may be reduced or extended.

Public comments on items on the agenda will be called prior to the Board taking action on the item. Under the Public Comments portion of the meeting, members of the public will be allowed to address the Board regarding any item not on the agenda. Under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen. No action may be taken on items not on the agenda unless authorized by law.

Rule 48. Orderly Conduct

The Chair may determine when orderly conduct of a meeting is not feasible owing to disruptive behavior by persons in attendance. The Chair may request that person(s) disrupting the meeting leave the chambers/meeting room. If order cannot be restored, the Chair may order the chambers/meeting room cleared and continue in session. Members of the news media, except those participating in the disturbance, shall be allowed to remain. The Chair may re-admit any person(s) provided their re-admission will not disrupt the continued orderly conduct of business. The Chair may also call a recess and reconvene when order has been restored.

Rule 49. Security and Prohibition of Banners/Signs or other Hazardous Objects

The Board has the power to implement security measures in the chambers/meeting room. Signs, posters, banners or other hazardous objects which could impair the safety of individuals in the event of an emergency are prohibited in the chambers/meeting room. Any large object/container that may be deemed a hazardous object which could impair the safety of individuals in the event of an emergency may be prohibited in the chambers/meeting room. |

|

Appendix A. Order of Agenda

Generally, business at Regular meetings shall be transacted in the following order. As determined necessary by the Chair, bBusiness on a particular day may be reordered by the Chair or by a majority of members. Without amending these Rules, †The Board may permanently modify or amend the Agenda Order by majority vote.

~~Call to Order (8:30 a.m.)~~

~~Pledge of Allegiance~~

~~Approval of the Agenda~~

~~Board Member Reports on assigned Boards, Councils, Commissions or other meetings attended~~

~~Consent Calendar~~

~~Presentations/Gold Resolutions~~

~~Presentations at Board Meetings—(Seek to limit to 3 per meeting)~~

~~Presentations at Other Meetings~~

~~Appointments/Reappointments~~

~~Regular Calendar~~

~~Public Comment on Closed Session Items~~

~~Closed Session~~

~~Reconvene and Report from Closed Session (2:00 p.m.)~~

~~Public Comment on matters not on the agenda, but within the subject matter jurisdiction of the Board~~

~~Regular Afternoon Calendar~~

~~Adjournment—Meeting Adjourned in the Memory of (Moment of Silence and Reading of Names, City)~~

- I. **8:30 A.M. CALL TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **APPROVAL OF THE AGENDA**
(Items may be added or withdrawn from the agenda consistent with State law)
- IV. **CONSENT CALENDAR**
- V. **REGULAR CALENDAR**
- VI. **11:30 A.M. - PUBLIC COMMENT ON CLOSED SESSION ITEMS**
- VII. **CLOSED SESSION CALENDAR**
- VIII. **RECONVENE FROM CLOSED SESSION**
- IX. **REPORT ON CLOSED SESSION**
- X. **1:30 P.M. - BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETINGS**
- XI. **GOLD PRESENTATIONS** *(All other Gold Resolutions presented at other locations will be approved as part of the Consent Calendar)*
- XII. **2:00 P.M. - PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA, BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD**
- XIII. **2:30 P.M. - REGULAR AFTERNOON CALENDAR**
- XIV. **ADJOURNMENTS – Meeting Adjourned in the Memory of (Moment of Silence and Reading of Names, City)**

Quarterly: Special Board Meeting – Closed Session on Personnel Matters

NOTE: *The next regular meeting will be held on March 8, 2016.*

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

XIII. APPENDIX B. 4/5ths and Unanimous Vote Requirements

Subject	Vote	Code	Description
Off Agenda Action	Unanimous	Gov Code §54954.2(b)(2)	To consider an item not on the Agenda, the Board must make findings that the need to take action arose after the Agenda was posted. The vote requires at least four votes of the Board if two-thirds of the members are present. If less than two-thirds are present, it requires a unanimous vote.
Airport	4/5	Gov Code §26021	Property acquisition for airport purchases by purchase, condemnation or lease; resolution for County aid.
Airport	4/5	Gov Code §26026	Contribute money to the United States for the acquisition or improvement by the United States or any of its authorized agencies of airports in the county.
Bonds		Gov. Code §§26880, 26885, 26946, 29917, 53595.20, 53345.8; Sts. & Hwys Code §§9132, 5227, 10355, 9534.5; Ed. Code §15145; Pub. Util. Code §§99100, 99102, 99118, 99119	There are many special voting requirements and other processes required for bonds. Please check with counsel.
Bridges	4/5	Pub. Contract §20405(c)	Modify the plans, specifications and working details of bridge construction contracts.
Budget	4/5	Gov Code §29088	Changes to proposed budget after budget hearing but prior to final budget
Budget	4/5	Gov Code §29125	The following transfers and revisions to the adopted appropriations require a 4/5 vote: (1) between funds; or (2) transfers from appropriation for contingencies.
Budget	4/5	Gov Code §29127	Adopt resolution necessary to appropriate and expend funds necessary to meet specific emergencies.

Budget	4/5	Gov Code §29130	Make available for appropriation any of the following fund balances: a) Restricted, committed, assigned, and unassigned fund balances, excluding the general reserves and nonspendable fund balance; b) Amounts that are either in excess of anticipated amounts or not specifically set forth in the budget derived from any actual or anticipated increases in financing sources.
Collections	4/5	Gov Code §26220(a) and (b)	a) Assign for the purpose of collection any or all delinquent bills, claims and accounts, and any or all money judgments taken in the name of the County. b) Assign for the purpose of collection any or all delinquent or unsecured taxes.
Condemnation/Eminent Domain	4/5	Code of Civ. Pro §1245.240	Adopt a resolution of necessity prior to commencing an eminent domain proceeding.
Contracts	4/5	Pub. Contract Code §20128	Modify terms of a construction contract.
Contracts	4/5	Pub. Contract Code § 20135	Alter or change in any manner the plans and specifications previously adopted by the Board for the erection, alteration, construction, or repair of any public building or structure, where such alteration or change increases cost.
Contracts	4/5	Pub. Contract Code §20136	Adopt an order to alter or change a contract that is for the erection, construction, alteration or repair of any public building or other structure.
Contracts	4/5	Pub. Contract Code § 20137	Contracts for the erection, construction, alteration, or repair of any public building or other structure: the Board may authorize a change if it does not exceed 10% of the original contract price
Contracts	4/5	Pub. Contract Code § 20150.10	Adopt a resolution declaring that a project can be performed more economically by county personnel, or that in the Board's opinion a contract to perform the project can be negotiated with the original bidders at a lower price than that in any of the bids, or the materials or supplies furnished at a lower price in the open market.
Contracts	4/5	Pub. Contract Code § 22038(a)(2)	After rejection of bids, adopt a resolution that declares that a project can be performed more economically by the employees of the agency.
Contracts	4/5	Pub. Contract Code §22050(a)(1)	In the case of an emergency, repair or replace a public facility, take any directly related and immediate action

Sonoma County Board Rules of Procedures

			required by that emergency, and procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts. (See also Pub. Contract Code §22035.)
Contracts	4/5	Pub. Contract Code §22050(b)(1)	Adopt a resolution or ordinance that delegates to the appropriate county administrative officer, chief engineer or other nonelected agency officer, the authority to order any action pursuant to the emergency powers described in (a)(1) above.
Contracts	4/5	Pub. Contract Code §3400(c)(4)	Use of specific brand/trade name (without "or equal") in the invitation of bids or requests for proposals in order to respond to an emergency declared by a local agency by a four-fifths vote.
Counsel	4/5	Gov. Code § 25203	Employ counsel to assist the district attorney, county counsel or other counsel for the county or public entity for which the Board is the governing body.
Flood Control, Maintenance and Sanitation District	4/5	Gov. Code § 23014	Adopt a resolution appropriating any of its available moneys to a revolving fund (not to exceed \$500,000) to be used by any county sanitation district, county flood control district, or county district maintenance district located wholly within the county for certain purposes.
Legislation	4/5	Gov. Code §25123(d); Elec. Code §9141(a)(4)	Adopt ordinances that are for the immediate preservation of the public peace, health or safety, which contain a declaration of the facts constituting the urgency, in which case the ordinance shall take effect immediately.
Parks	Unanimous	Gov. Code §25583	Adopt a resolution of intention to abandon a park or a portion of a park and fix a time when it will meet to take final action.
Parks	4/5	Gov. Code §25553	Find that the enlargement or improvement of the public park, beach, golf course or recreation ground is of general county interest or that the cost of maintenance is increased by reason of use by residents of the county outside of the city, such that the Board may determine to extend aid to city parks.
Planning	4/5	Gov. Code §65858	Adopt as an urgency measure, an interim ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal. Any extension of time on the interim ordinance also requires a 4/5 vote.

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Planning	4/5	Pub. Util. Code §§ 21676, 21676.5	Overrule an airport land use commission's determination.
Property	Unanimous	Gov. Code §25363	Cash sale or lease of any property not required for public use at a noticed public auction (4/5ths vote); sale or lease at an unadvertised, private sale can be authorized by simple majority, but only after the Board unanimously finds that the value of the property does not exceed \$500, monthly rental value is less than \$75 or it is a product of a County farm.
Property	Unanimous	Gov. Code §25550 & §25550.5	Conveyance of county property to city for public park purposes
Property	4/5	Gov. Code §25365(a)	Convey to another governmental agency within the county any real or personal property
Property	4/5	Gov. Code §25365(b)	Exchange real property with any person, firm or corporation for the purpose of removing defects in the title or where the real property is not required for county use and the county to be acquired is required for county use.
Property	4/5	Gov. Code §25515.2(c)	Action to approve any sale, lease, lease with option to purchase, development or contract agreement for public property after a request for proposals.
Property	4/5	Gov. Code §25536(a)	Enter leases, concession or managerial contracts involving leasing or subleasing county-owned, leased or managed property devoted to or held for certain purposes
Property	4/5	Gov. Code §25536(c)	Sell or lease county-owned property without complying with Article 8 "Sale or Lease of Real Property" if the county repurchase or leases back the property as part of the same transaction. Pledge specific revenues as security for the payment of obligations incurred in the repurchase or leaseback of the property.
Property	4/5	Gov. Code §25536.5	Approve an agreement to amend a lease, sublease, concession or managerial contract entered to permit a permanent improvement or alteration of property at the expense of the lessee or concessionaire and to permit a credit on rentals or other reimbursement.
Property	4/5	Gov. Code §25526	Adopt a resolution declaring intent to sell or lease property.
Property	4/5	Gov. Code §53867	Determines that property cannot be sold for a sum at

Sonoma County Board Rules of Procedures

			least equal to the total of the amount paid, all accrued penalties and delinquencies, and necessary expenses incurred, the local agency may sell the property or lien for less than such total but not less than the fair market value of the property or lien.
Roads	Unanimous	Sts. & Hwy Code §1026(c)	County aid to road districts: order the expense of material for highway construction to be paid out of the county general fund.
Special Assessment Districts	4/5	Sts. & Hy. Code §§ 2808.5, 2808.6, 2808.7	There are several statutory special vote requirements related to special assessment districts. Please consult with County Counsel.
Special Purpose District	Unanimous	Gov. Code § 26909, subd. (b)	Approve a unanimous request made by the governing board of a special district to replace an annual audit with another specified audit.
Streets and Highway	4/5	Sts. & Hwy. Code §942	Let county equipment used in the maintenance and construction of county roads, when such equipment is not in use upon the roads under the jurisdiction of the board, and may charge for the use thereof a rental, and arrange the basis of compensation, in keeping with the general conditions prevailing in the county in which the transaction is made.
Streets and Highway	4/5	Sts. & Hwy. Code § 969.5	Adopt a resolution that determines that the general county interest demands the improvement or repair of a privately owned road.
Streets and Highway	4/5	Sts. & Hwy. Code § 1070	Determine that the public convenience and necessity demand the acquisition or construction of a new county highway or improvement, repair or maintenance of any existing county highway, and the expense of such new highway or the expense of improving, repairing, or maintaining such existing highway is too great to pay out of the road fund of the district (such that the Board may adopt a resolution to make such acquisition or do such work and charge the expense to the county general fund, the road fund of the county, or the district fund of any district benefited).
Streets and Highway	4/5	Sts. & Hwy. Code § 1627	Adopt a resolution that establishes a “county highway right of way acquisition revolving fund” for acquiring rights of way for county highway purposes through purchase or condemnation.

Sonoma County Board Rules of Procedures

Streets and Highway	4/5	Sts. & Hwy. Code §§ 1680, 1686	Adopt a resolution that determines that certain activities are of general county interest and that county aid may be extended to cities for city streets.
Streets and Highway	4/5	Sts. & Hwy. Code § 1700	Adopt a resolution that declares any highway lying in whole or in part within a city to be a county highway for one or more of the following purposes: acquisition of rights-of-way, construction, maintenance, improvement, or repair.
Tax	4/5	Gov. Code § 53724	Approve an ordinance or resolution that proposes a tax that is subject to approval by the voters pursuant to Government Code section 53722
Tax	4/5	Rev. & Tax. Code § 7285	Approve ordinance proposing a transactions and use tax for general purposes.
Tax	4/5	Rev. & Tax. Code § 7285.5	Adopt ordinance regarding a transactions and use tax for specific purposes.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

Department or Agency Name(s): County Administrator's Office

Staff Name and Phone Number:

Michelle Arellano 707-565-3776

Supervisorial District(s):

Title: First Amendment to Agreement between Northern Sonoma County Air Pollution Control District and County of Sonoma

Recommended Actions:

Authorize the Chair to execute the First Amended Agreement between the Northern Sonoma County Air Pollution Control District and the County of Sonoma for the County to provide administrative support services, adding a provision that requires the Air Pollution Control Officer to comply with County rules, policies, regulations and procedures related to supervision employees of the District.

Executive Summary:

On February 21, 2017, the Board of Supervisors entered into an Agreement with the Northern Sonoma County Air Pollution Control District (District) allowing the District to contract directly with various County Departments for administrative support services formerly provided through the Transportation and Public Works department, and to establish the role of District employees as "ex-officio" County employees.

The First Amended Agreement adds an additional provision regarding the supervision of the employees of the District by the Air Pollution Control Officer and requires, as a condition of the Agreement, that the District Board shall ensure the Air Pollution Control Officer understands his duties regarding complying with County rules, policies, regulations and procedures related to staff.

Discussion:

The District is one of 35 local air pollution control agencies established by the State of California with enabling statutes in the California Health and Safety Code. The District is a separate agency of the state, which is a separate legal entity from the County. Since 1995, the operations of the District had been consolidated within the County in the Transportation and Public Works Department. On October 11, 2016 the Board authorized a reorganization of the composition of the District Board to include representatives from each of the three cities within the District, Cloverdale, Healdsburg and the Town of Windsor.

Subsequently, all three cities appointed a member and the Board designated two Supervisors to the District Board of Directors.

With establishment of the new District Board on January 30, 2017, the District Board directed the District to initiate the process to separate from the County and approved an Agreement for services whereby the District would contract directly with the County for various support services provided by County Departments. On February 21, 2017, the Agreement was ratified by the County and outlined the employment relationship of District employees. The District is staffed with six (6) employees working under the direction of the Air Pollution Control Officer. These employees are County employees hired through the County Civil Service System and are appointed by the Air Pollution Control Officer to the District. Statute identifies District employees as “ex-officio” County employees who are provided all the rights, benefits, protections, and union representation of County employees. Employees of the District are represented by the Western Council of Engineers (WCE) and Service Employees International Union (SEIU).

The Air Pollution Control Officer is currently in the process of negotiating an agreement for personal services with the District. Since the Air Pollution Control Officer supervises County employees, staff believes it prudent that the Agreement be amended to clearly delineate that the District Board will ensure that any employment contract between the District and the Air Pollution Control Officer addresses supervision of County employees including an understanding of the Air Pollution Control Officer’s duty to comply with County rules, policies, regulations and procedures related to staff. The District Board approved the First Amended Agreement on March 15, 2017.

Prior Board Actions:

February 21, 2017 – Board approved Agreement for Services between the Northern Sonoma County Air Pollution Control District and the County of Sonoma for the County to provide administrative support services for a term of 5 years.

January 24, 2017 - Board rescinded Resolution 16-0393 and appointed two Supervisors to sit on the Board of Directors of the Northern Sonoma County Air Pollution Control District.

October 11, 2016 - Board approved to reorganize the Board composition of the Northern Sonoma County Air Pollution Control District and Direct the Air Pollution Control Officer to formally invite the cities of Cloverdale, Healdsburg, and Windsor to each hold a seat on the Air District Board of Directors and appoint Supervisors from Supervisorial Districts 1, 4, and 5 to sit on the District Board.

December 14, 1995 - Agreement for Services Provided by County of Sonoma to the Northern Sonoma County Air Pollution Control District

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Protecting air quality and public health by implementing and developing programs to mitigate the negative impacts of air pollution.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
There are no fiscal impacts associated with the approval of the requested action.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
First Amended Agreement between the Northern Sonoma County Air Pollution Control District and the County of Sonoma			
Related Items "On File" with the Clerk of the Board:			

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE
NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT
AND
THE COUNTY OF SONOMA**

This Agreement ("Agreement") by and between The Northern Sonoma County Air Pollution Control District ("DISTRICT") and The County Of Sonoma ("COUNTY"), is entered into and effective on the date it is fully executed by both parties ("Effective Date"). DISTRICT and COUNTY are sometimes referred to herein individually as a "party" and collectively as the "Parties."

RECITALS

WHEREAS, the Northern Sonoma County Air Pollution Control District, is an air pollution control district pursuant to The California Clean Air Act, found at Section 40000 *et seq.* of the California Health and Safety Code ("the Act"), and is an independent legal entity separate and distinct from the County of Sonoma; and

WHEREAS, COUNTY and DISTRICT maintain a positive working relationship, and recognize the importance of working together to continue to improve air quality and keeping legal agreements between COUNTY and DISTRICT current and consistent with local, state, and federal law; and

WHEREAS, COUNTY and DISTRICT agree to continue to work cooperatively to provide information and functional and programmatic support on issues in which they have a shared regulatory or other common interests; and

WHEREAS, DISTRICT has regulatory and enforcement authority over the citizens, businesses and other local governmental entities within its boundaries pursuant to the Act through its own approved rules, and is subject to oversight by the California Air Resources Board and the United States Environmental Protection Agency, and has delegated authority for implementation of the Federal Clean Air Act; and

WHEREAS, the Air Pollution Control Officer ("APCO") is employed by and appointed to DISTRICT by the DISTRICT Board of Directors (hereinafter the "DISTRICT BOARD") and is responsible for day-to-day management of DISTRICT under direction of DISTRICT BOARD, and is required by law to implement provisions of the Act, DISTRICT permits, rules and policies of DISTRICT BOARD, and also appoints DISTRICT staff under direction of DISTRICT BOARD pursuant to Section 40750 *et seq.* of the California Health and Safety Code; and

WHEREAS, Health and Safety Code 40101(b) authorize an agreement between DISTRICT and COUNTY for support services whereby DISTRICT agrees to reimburse COUNTY for all costs and expenses incurred by reason of the performance of certain support services by COUNTY for DISTRICT; and

WHEREAS, DISTRICT and COUNTY recognize that as a "District" as defined under the Section 31468 of the Government Code, the County Employees Retirement Law of 1937 continues to apply to all of DISTRICT'S employees to the same extent as employees of COUNTY, under Section 40122 of the Health and Safety Code.

WHEREAS, Health and Safety Code 40120 provides that COUNTY employees shall be ex officio employees of DISTRICT.

NOW THEREFORE, DISTRICT and COUNTY agree to the following:

1. Entire Agreement. This Agreement supersedes and replaces the "Agreement For Services Provided By County Of Sonoma To The Northern Sonoma County Air Pollution Control District", dated December 14, 1995, and any other agreements, and constitutes the entire agreement of the Parties with regard to the subject matter herein. The Parties warrant that DISTRICT and COUNTY have each consulted with counsel and that this Agreement is entered into voluntarily and with full knowledge and understanding of its terms and effects.
2. Scope of Authority. Except as otherwise specified in this Agreement, the Parties agree that DISTRICT, acting through DISTRICT BOARD, shall independently govern matters relating to administration, regulation, enforcement, and organizational issues respecting DISTRICT, California Air Pollution Control Laws, the Federal Clean Air Act, and federal air pollution control laws and regulations, and local Air Pollution Control District's Rules and Regulations, including but not limited to, the DISTRICT budget, and including allocation of positions.
3. The Position of APCO. The Parties understand that DISTRICT BOARD has the authority regarding all personnel actions regarding the APCO, and also the authority to contract with directly, and set the salary of, the APCO. DISTRICT BOARD agrees through this Agreement to limit the employment benefits received by the APCO to those listed within COUNTY salary resolution 95-0926. All performance and other personnel-related evaluations of the APCO will be performed by DISTRICT BOARD.
4. District Staff.
 - a. Terms and Conditions of Employment.
 - i. DISTRICT staff are COUNTY employees, assigned ex-officio to the DISTRICT via appointment by the APCO through the system of COUNTY civil service, under Direction of DISTRICT BOARD, in accordance with the provisions of Health & Safety Code sections 40120 – 40125.

- ii. As stated in the Recitals, DISTRICT staff are ex-officio COUNTY staff. As to the terms and conditions of employment, including employee rights, benefits, privileges, and responsibilities, DISTRICT staff are considered COUNTY employees and shall be treated the same as COUNTY employees and shall adhere to COUNTY Code, COUNTY Policies, COUNTY Civil Service Rules, and COUNTY labor agreements, and shall have access on these issues to appropriate COUNTY designated individuals or entities.
 - iii. Recruitment for staff assigned to the DISTRICT will be conducted by Human Resources in accordance with COUNTY Civil Service Rules, and the final hiring decisions shall be made by the Air Pollution Control Officer.
 - iv. Classification actions affecting DISTRICT positions or classifications will be handled consistent with any other COUNTY position.
 - v. For proposed changes in Job Specifications or classifications that exist only in positions held by DISTRICT staff, any request for a proposed study or other change will be initiated by DISTRICT, in accordance with COUNTY Civil Service Rules, to COUNTY Human Resources Director or designee for handling.
 - vi. Proposed changes in positions/ classifications that affect positions held by a broader class than only DISTRICT staff may be initiated by COUNTY without a request from DISTRICT. Requests for changes regarding such positions/ classifications by DISTRICT should be made to COUNTY Human Resources Director or designee.
 - vii. The number of positions for each classification assigned to DISTRICT shall be as set forth in the annual budget approved or as modified by DISTRICT BOARD.
 - viii. To the extent this Agreement may affect the relationship between any employee and DISTRICT, or between any employee and COUNTY, this Agreement does not create any beneficial right or interest for any employee.
 - ix. COUNTY shall ensure in COUNTY records that DISTRICT positions are noted as such.
 - x. DISTRICT Staff wages and benefits will be funded by DISTRICT pursuant to Health and Safety Code Section 40701.5.
- b. District Staff Supervision. As to DISTRICT business, DISTRICT Staff (other than the APCO) are subject to the control of and receive their direction from and report to DISTRICT BOARD through the APCO.
- i. The APCO shall be responsible for ensuring compliance with all applicable laws, policies and procedures with regard to DISTRICT Staff.
 - ii. The APCO, acting through DISTRICT BOARD, shall be considered the "APPOINTING AUTHORITY", as that term is defined in COUNTY Civil Service Rules, applicable labor agreements, and policies, in regards to decisions affecting conditions of employment and personnel actions regarding DISTRICT staff.

- iii. The DISTRICT BOARD shall ensure the APCO understands his duties regarding complying with County Rules, policies, regulations and procedures related to staff, and any employment contract with the APCO will specify the APCO's duty to adhere to these rules, policies, regulations and procedures.
5. Labor Union Issues related to DISTRICT staff. DISTRICT BOARD authorizes the appropriate representatives of the COUNTY BOARD to continue to collectively bargain on its behalf with respect to the setting of wages and benefits for DISTRICT staff. DISTRICT BOARD authorizes COUNTY BOARD to act on its behalf with respect to reaching agreements as part of the collective bargaining process on these issues. DISTRICT BOARD will accept the salary, wage, and benefits agreed to for DISTRICT staff by COUNTY BOARD as part of the collective bargaining process. Upon completion of negotiations, the applicable Labor Agreement between the Western Council of Engineers and the Service Employees International Union and COUNTY and all side letters of agreement to the Labor Agreement will apply to the DISTRICT.
6. DISTRICT Funds and Assets. DISTRICT and COUNTY recognize that DISTRICT has an independent budget and financial resources and separate assets that are exclusive to the DISTRICT. COUNTY shall ensure that DISTRICT funds and assets are classified as Business Unit SC002. The APCO is authorized to have signature authority to access DISTRICT funds consistent with DISTRICT BOARD authority and the adopted DISTRICT Budget. Both Parties recognize that DISTRICT has certain assets, including vehicles, which are currently included in the inventory for the Transportation and Public Works Department. These assets are listed for reference in Attachment D and will be transferred to DISTRICT at the time of the execution of this Agreement.
7. COUNTY Services Provided to DISTRICT: Unless otherwise provided by law, COUNTY agrees to provide services and use of facilities at the normal and customary rate that the COUNTY charges for such or similar services and facilities to similarly situated entities.
 - a. Departmental Services: COUNTY, through its COUNTY Departments, agrees to provide to DISTRICT the services described in Attachment A to this Agreement, which is incorporated by this reference. DISTRICT will work directly with the COUNTY Administrator and each COUNTY Department that provides services to DISTRICT.
 - b. Budget/Estimated Charges/Reimbursement/Payment:
 - i. For subsequent fiscal years, no later than April 1st of each year, COUNTY will provide DISTRICT with estimated charges for COUNTY services identified in Attachment A for the following fiscal year. Estimated charges will include any proposed increases in rates for services, and an estimate of total charges for each COUNTY Department providing services. COUNTY and DISTRICT will work cooperatively to develop a planned budget and

ensure that all charges are accurate and consistent with the amount of services provided to DISTRICT.

- ii. For Fiscal Year 2016/2017, the planned budget for services to be provided by COUNTY are presented in Attachment B to this Agreement, which is incorporated by this reference. The planned budget is subject to amendment pursuant to adjustments approved by DISTRICT BOARD.
- iii. The funds outlined in Attachment C are currently administered under Department ID numbers 34160100, 34160200, 34160300, 34160400, 34160500, 34160600, shall be solely under the control of and administered by DISTRICT, through its APCO. These funds will be converted to new department ID numbers and DISTRICT will be assigned a Department ID number by the office of the Auditor-Controller Treasurer-Tax Collector ("ACTTC"), at the start of the next fiscal year, July 1, 2017.
- iv. Reimbursement for the costs of services and related supplies provided by COUNTY under this Agreement, shall be made within 30 days following presentation by COUNTY to DISTRICT of an itemized billing invoice which indicates, at a minimum, an itemization of the services provided. COUNTY shall submit such invoices on an annual basis to the APCO who shall review each invoice for compliance with the requirements of this Agreement. DISTRICT will pay for services through COUNTY accounting system, or through direct payment, as agreed to by the Parties.

- c. Access to Records/Retention: DISTRICT shall have access to any books, documents, paper, and records of COUNTY that are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, COUNTY shall maintain all required records for seven (7) years after DISTRICT makes final reimbursement for any of the services provided hereunder and all pending matters are closed, whichever is later. COUNTY shall cooperate with DISTRICT in providing all necessary data in a timely and responsive manner to comply with all DISTRICT reporting requirements.

8. Public Relations and Outreach. The Parties concur that currently many individuals do not understand that DISTRICT is a separate legal entity from COUNTY with independent responsibilities. DISTRICT is developing a media plan to assist the public in receiving services, to increase the public's participation in DISTRICT programs, to promote government transparency, and to increase the efficient allocation of resources. COUNTY agrees to support DISTRICT in its effort at public outreach and community education, and to inform COUNTY Officials, management, and staff about this Agreement and the nature of DISTRICT and its mission. DISTRICT, however, will create and maintain its own media (including website and social media), branding, and outreach, while coordinating with COUNTY. As an independent entity, DISTRICT owns and controls its own data and information and will respond to any public information requests.

9. Policies. The Parties agree that it is in their best interest, and the interests of employees and the public, for DISTRICT to follow COUNTY policies. Within any COUNTY policy to which DISTRICT adheres, and in which there is a reference to the County Administrator's Office ("CAO") or a Department Head or other management position, the APCO shall be inserted for the purposes of the application of the policy to DISTRICT, and shall have the responsibilities and duties as described within the policy.

10. Amendment. This Agreement and any portion thereof, may only be amended by written instrument signed by the Parties. Except as to minor changes to Attachment A, which may be made pursuant to subparagraph (a) (below), proposed changes must be approved by formal action of both DISTRICT and COUNTY.

- a. Minor changes to Attachment A, which do not significantly decrease the amount paid under the Agreement or which do not significantly change the scope of work, may be executed by the affected Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work.
- b. The Parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, COUNTY personnel are without authorization to change or waive Agreement requirements.

11. Mediation of Disputes. If a dispute arises out of or relates to this Agreement, or an alleged breach thereof, and if the dispute cannot be settled through negotiation, before resorting to litigation, COUNTY and DISTRICT agree first to try in good faith to settle the dispute by mediation. If the Parties cannot agree on a mediator or mediation rules to use, the Parties shall use the construction industry mediation procedures developed by the American Arbitration Association, with the following exceptions to those procedures:

- a. The mediation shall be conducted in Santa Rosa, California.
- b. Unless otherwise agreed to in writing by the Parties participating in the mediation, the mediation shall be concluded no later than sixty (60) days after the first mediation session. If the dispute has not been resolved at that time, any party may elect at that time to pursue litigation.
- c. The Parties agree to exchange all relevant non-privileged documents before the first scheduled mediation session.

12. Term. The term of this Agreement will be for five years. The APCO and the CAO are authorized to extend the Term for an additional period not exceeding five (5) years.

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

14. Severability. To the extent any portion of this Agreement is deemed to be contrary to any applicable law in court, the remaining portions of this Agreement shall be, and continue to be, in full force and effect as if the voided portion were never a part of this Agreement.

15. Headings. The headings of the paragraphs of this Agreement are included for the purpose of convenience only and do not affect the construction or interpretation of any of its provisions.

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

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

DISTRICT: Northern Sonoma County Air
Pollution Control District

COUNTY: County of Sonoma

By:  _____

By: _____

Chair
DISTRICT BOARD

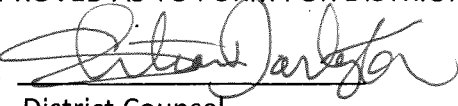
Chair
BOARD OF SUPERVISORS

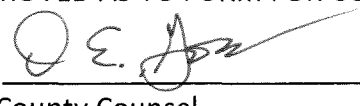
Date: 3/15/17

Date: _____

APPROVED AS TO FORM FOR DISTRICT

APPROVED AS TO FORM FOR COUNTY

By:  _____
District Counsel

By:  _____
County Counsel

Date: Mar 15, 2017

Date: 3/29/2017

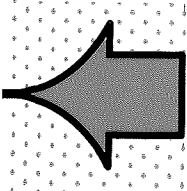
ATTEST:

ATTEST:


Clerk of the Air District Board

Clerk of the Board of Supervisors

- Attachment A: STATEMENT OF COUNTY SERVICES
- Attachment B: DISTRICT FY 2016/2017 Planned Budget
- Attachment C: DISTRICT Signature Authorization Form
- Attachment D: DISTRICT Asset List



ATTACHMENT A – STATEMENT OF COUNTY SERVICES

Generally, services currently being provided to DISTRICT by COUNTY departments that have been approved as part of DISTRICT's budget process at the time of execution of this Agreement shall continue uninterrupted. COUNTY will ensure that COUNTY Departments understand that the DISTRICT will directly interact with COUNTY Department Heads relating to the provision of COUNTY services.- DISTRICT BOARD may desire, at a future date, to make changes to the Agreement or to the specific COUNTY service provisions contained in this Exhibit or other Exhibits which may change, reduce, or eliminate services. Any such changes shall be made pursuant to the terms of the Agreement. The APCO and a COUNTY Department Head may make minor service contract revisions within DISTRICT-approved budget to facilitate or optimize the implementation of services pursuant to Section 10 of this Agreement.

A. Specific COUNTY Department Services. The services to be provided by the following COUNTY departments are either specified in additional exhibits attached to this Agreement and incorporated by this reference, or specified below.

1. COUNTY Auditor-Controller Treasurer-Tax Collector, Primary Services- See Exhibit 1.A.
2. COUNTY Auditor-Controller Treasurer-Tax Collector, Client Services- See Exhibit 1.B.
3. COUNTY Human Resources Department (including Risk Management Division) – see Exhibit 2.
4. COUNTY Information Services Department – see Exhibit 3
5. COUNTY General Services Department – See Exhibit 4
6. COUNTY Transportation and Public Works (“TPW”). The APCO and the TPW Director shall develop a Standard of Procedure for continuation of certain services historically provided by TPW to DISTRICT to ensure a smooth transition of DISTRICT operations during the first year of the Agreement. Such services may be cancelled or changed upon written request by the APCO or DISTRICT BOARD.

B. Services From Other COUNTY Departments Provided to DISTRICT.

For future fiscal years, services which may be provided by other COUNTY departments not specified above may be provided if described and approved in writing by the APCO and CAO, included in the approved budget by the DISTRICT, and consistent with the COUNTY'S approved budget.

14. Severability. To the extent any portion of this Agreement is deemed to be contrary to any applicable law in court, the remaining portions of this Agreement shall be, and continue to be, in full force and effect as if the voided portion were never a part of this Agreement.

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COUNTY: County of Sonoma

By: [Signature]

By: _____

Chair
DISTRICT BOARD

Chair
BOARD OF SUPERVISORS

Date: 3/15/17

Date: _____

APPROVED AS TO FORM FOR DISTRICT

APPROVED AS TO FORM FOR COUNTY

By: [Signature]
District Counsel

By: [Signature]
County Counsel

Date: March 15, 2017

Date: 3/29/2017

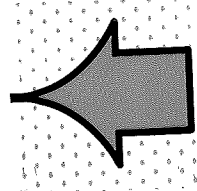
ATTEST:

ATTEST:

[Signature]
Clerk of the Air District Board

Clerk of the Board of Supervisors

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COUNTY: County of Sonoma

By: _____

By: _____

Chair
DISTRICT BOARD

Chair
BOARD OF SUPERVISORS

Date: _____

Date: _____

APPROVED AS TO FORM FOR DISTRICT

APPROVED AS TO FORM FOR COUNTY

By: _____
District Counsel

By: _____
County Counsel

Date: _____

Date: _____

ATTEST:

ATTEST:

Clerk of the Air District Board

Clerk of the Board of Supervisors

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Attachment A: Exhibit 1.A.**AGREEMENT FOR SCOPE OF WORK
FOR FISCAL YEAR 2016/2017
(July 1, 2016 – June 30, 2017)****Auditor-Controller-Treasurer-Tax Collector
("County")****Services to be provided:**

Countywide Cost Plan Support Services: The cost allocated to Northern Sonoma County Air Pollution Control District ("District") in the FY 16-17 Estimated Countywide Cost Allocation Plan for indirect overhead and support services not otherwise direct billed. Costs include support services received from the following cost centers: County Administrator, Human Resources, Records Management, General Services/Facility Operations, Architect, Purchasing, Treasurer-Tax Collector, Auditor and Benefits. The Countywide Cost plan is prepared in accordance with Federal Office of Management and Budget Circular 2 CFR Part 225 and approved by the State Controller's Office.

Enterprise Financial System (EFS): The County shall provide a comprehensive, automated financial system which includes a wide range of accounting, budget and procurement modules; electronic workflow and approvals; integrated budget tracking; electronic document management; accounting and financial reporting applications; training materials; and functional and technical support.

Payroll Services: The County shall provide payroll services under the County's current State and Federal Tax ID numbers and shall provide copies of all quarterly and annual reports related to the District's payroll processing as well as access to all payroll data by employee, by pay period. The following payroll services shall be provided by the County:

- Access, Auditing and Assistance with TimeSaver for Electronic Time Entry
- Payroll check issuance
- Mileage Reimbursement
- Management of the employee personal information (W-4's, health cards, voluntary deductions, i.e., Redwood Credit Union, Deferred Compensation, Combined Fund Donations, Union Dues)
- Vendor benefit processing and payment for health, welfare, deferred compensation, retirement, and any other benefits payable as a result of payroll processing
- Flexible spending open enrollment, account adjudication, processing, and reporting

- Employment verifications
- Quarterly Federal, State, Unemployment, and State Disability processing and reporting
- Direct Deposit (checking accounts only)
- W-2 issuing and reporting
- Annual required tax-withholding status information notification to employees
- Long Term Disability benefit reporting
- Workers' compensation supplemental wage adjustments
- Implementation of Memorandum of Understanding (MOU) benefits and pay practices
- Personal vehicle mileage reimbursement taxation and reporting
- Child support and garnishment processing and payment
- New hire reporting
- Payroll adjustment processing (Adjust balances, promissory note, back pays)
- Staff Development Program Taxable Benefit claims processing
- Forms for all of the above will be supplied as needed.

All services will be provided within the time limits required by the applicable MOU or as required by law. W-2's will be issued by January 31 of each year. Quarterly reporting will be completed and filed within the required time lines. New hire reporting is processed biweekly. Garnishments, employee changes to addresses, withholding status changes, requests for direct deposit, adjust balances, back pays, flexible spending account processing, vendor benefit payments, and employee leave management are all processed and maintained biweekly.

District will be responsible for the following:

- Submit electronic time cards no later than 5:00 p.m. the day after the end of the pay period.
 - Executive Director or designee, must certify total employees' hours, overtime hours, and flat amounts to be paid. Form for certification will be supplied and must accompany time cards.
- Submit calculations of any required back pays and/or promissory notes with proper documentation and on our required forms to the Auditor's payroll division by 5:00 p.m., Tuesday of time entry week.
- Submit calculations of any corrections to leave balances to the Auditor's payroll division by 5:00 p.m., Tuesday of time entry week.
- New Hire sign-ins and corresponding paperwork via ePersonality. All personnel actions (PA's) including but not limited to step increases, changes to probationary status, promotions, demotions, address changes, tax withholding changes, resignations, retirement, dismissals, etc. All exit and change of status paperwork as required. All merit hours and seniority hours tracking and adjustments.

- All Workers' Compensation premium payments and reporting.
- Attend scheduled Payroll Clerk's meetings to stay current on MOU and policy changes as they effect payroll and personnel issues.
- The District Executive Director will be required to select and authorize an employee of the District that has not had direct contact with the preparation of payroll, to pick up warrants on Wednesday of payroll. Payroll is released at 10:00 a.m. on pay days. Distribution of payroll warrants and advice of deposit forms may not be done by anyone involved in processing payroll. An Authorization for Payroll Pick Up form will be provided by the Auditor Payroll Division.

Human Resources Management System (HRMS): The County shall provide an automated system designed to store, track and utilize employee demographic, position, salary, and payroll data called the HRMS. HRMS will provide the following human resources information management services:

- Position Control, Job Classification, and Personnel Actions
- Payroll Processing and Salary Administration
- Employee Benefit Eligibility and Enrollment
- Reporting, and
- Employee and Manager Self Service

Cost of Services:

Countywide Cost Plan Support Services: The total cost of the Support Services billing for FY 16/17 as determined in the Countywide Cost Allocation Plan is \$37,808.

EFS: Costs are captured in the EFS ISF of the County and billed on a full cost-recovery basis using total salaries and benefits. EFS charges for the District in FY 16/17 are estimated to be \$13,494.

Payroll Services: ACTTC payroll division will provide the above services at a cost of \$36.00 per check/advice of deposit issued per year. Total charges will be submitted annually at fiscal year-end. This agreement will continue until terminated by either party by giving at least 30 days written notice. Total charges for payroll services for the District in FY 16/17 are estimated to be \$5,616 based on six (6) FTEs.

HRMS: Costs are captured in the HRMS Internal Service Fund (ISF) of the County and billed on a full cost-recovery basis using allocated FTEs. HRMS charges for the District in FY 16/17 are estimated to be \$4,770.

Total charges under this Scope of Work and Budget for FY 16/17: Total charges under this Scope of Work and Budget for FY 16/17 are estimated to be \$61,688. The above HRMS and EFS estimated charges are based on budgeted costs in the respective ISFs.

Actual HRMS and EFS charges will be billed based on actual net cost activity within the respective ISFs.

Attachment A: Exhibit 1.B.

SERVICES TO BE PROVIDED BY THE SONOMA COUNTY AUDITOR- CONTROLLER-TREASURER-TAX COLLECTORS OFFICE

Effective _____, the Client Accounting Division of the Sonoma County Auditor-Controller-Treasurer-Tax-Collector's Office (ACTTC) will provide the following services to the Northern Sonoma County Air Pollution Control District. (District)

1. Monthly review of financial transactions posted to Sonoma County's accounting system (EFS) and preparation of monthly Budget to Actual management reports ("Cash Flow Report"). The Budget to Actual report details monthly revenue and expense amounts, along with projections for subsequent months. This report is reconciled to EFS.
2. Work with external auditors on the preparation of financial audits. Prepare all Basic Financial Statements, Notes to the Basic Financial Statements, and Required Supplementary Information including:
 - a) Government-wide Financial Statements
 1. Statement of Net Position
 2. Statement of Activities
 - b) Fund Financial Statements
 1. Balance Sheet
 2. Statement of Revenues, Expenditures and Changes in Fund Balance
 3. Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities
 - c) Required Supplementary Information
 1. Schedule of Net Pension Liability and Contributions
 2. Schedule of Revenues, Expenditures and Changes in Fund Balance – Budgetary Basis
 3. Note to Required Supplementary Information
3. Preparation and submittal of Annual Financial Report to the State Controller's Office
4. Preparation and auditing of accounting documents for entry into EFS including; journal entries, claims requests (vouchers), deposits, and others as required. Review and approval of all accounting transactions by Accountant II.

5. Preparation of annual "Statement of Special Fund Activity" detailing Fund Balance available for budgeting. Review District's annual budget and budget adjustments prior to submission to District's Board for approval. Coordinate with ACTTC staff on upload of Board approved budget and budget adjustments into EFS.

In order to effectively provide the aforementioned services to the District, the following is required from District staff:

1. Coding of all accounting documentation for entry into EFS with proper Fund and Account codes - journal entries, deposits, payment requests (vouchers)
2. Documentation supporting all accounting transactions
3. Copy of the Board Adopted Budget no later than June 30 of each year for the subsequent fiscal year beginning July 1
4. Copies of Board approved Budgetary Adjustments

The estimated annual cost of these services (based on FY 2016-17 costs) is calculated as follows:

Budget to Actual reports (Accountant II) – 2 hours/month
 Annual State Report (Accountant II) – 8 hours
 Annual Financial Audit (Accountant II) – 100 hours
 Accounting document review and entry into EFS (Senior Account Clerk) – 100 hours
 Estimated Accountant II Hours: 132 @ \$115/hour
 Estimated Senior Account Clerk Hours: 100 @ \$100/hr
 Total Estimated Annual Charges: **\$25,180**

The Billing Rates above represent the current estimated "weighted" hourly rate for an Accountant II and Senior Account Clerk including ACTTC overhead. **After fiscal year 2016-17 these rates will increase based upon negotiated salary and benefit increases.** We will contact you to discuss new fiscal year rates before the beginning of each fiscal year.

Accounting charges are billed bi-weekly and on a cost reimbursement basis. A journal will be processed automatically to charge the District (Account 51207 "Client Accounting Charges") for the costs involved. A detailed report of all charges will be made available upon request.

This agreement will be automatically renewed annually; however either party may cancel this agreement by written notice of intent to cancel no less than six months in advance of the intended termination date.

Attachment A: Exhibit 2

County of Sonoma/NSCAPCD Agreement

County of Sonoma Human Resources, Risk Management and Benefits Administration Services

SCOPE OF WORK AND COST SCHEDULE

The County shall provide human resources management, risk management and benefit administration services as outlined below in accordance with applicable policies, procedures, ordinances and memorandums of understanding.

Human Resources Management

The County shall provide the following Human Resource services to the District:

- Recruitment and Examination.
- Classification and Compensation Plan Management.
- Employee and Labor Relations.
- Workforce Development.
- Equal Employment Opportunity.
- Human Resources Management System (HRMS).
- Employee & Volunteer Engagement & Recognition.

Recruitment and Classification

- Develop and administer all elements of recruitments in accordance with County Civil Service Rules
- Conduct classification and compensation studies.
- Advise District on the interpretation and application of Civil Service Rules.
- Advise District on program improvements/reorganizations. Review and provide feedback on the District's plan documents.
- Approve allocation changes, review position and control requests, and personnel transactions.
- Provide consultation and advice regarding other employment actions for Civil Service employees pursuant to Civil Service Rules.

Employee and Labor Relations

- Negotiations.
- Memorandum of Understanding (MOU) maintenance and interpretation.
- Grievances/Mediation/Arbitration/Unfair Labor Practices.
- Interpret and respond to matters related to the Employee Relations Policy (ERP) including representation proceedings, unit determination, confidential designation, and impasse procedures.
- Advise on progressive discipline process and review all proposed disciplinary action.

- Liaison with representatives of employee organizations/salary survey response.
- Policy/Program Development/Meet and Confer.

Workforce Development

- Offer training programs that provide development opportunities to strengthen the capacity of each employee in providing the highest possible level of service.
- Support effective on-boarding, individual self-development, acquisition of skills, and employee retention.
- Areas of training include:
 - Mandatory Training.
 - New Employee Orientation.
 - Prevention of Harassment (AB1825).
 - NIM/SEMS.
 - Professional development skills.
 - Supervisory skills.

Equal Employment Opportunity (EEO) / ADA

- Investigate EEO unlawful harassment and discrimination complaints.
- EEO education and training.
- Mandatory EEO reporting.
- Policy and procedure development.
- Advise District on workforce diversity.
- Overall Coordination and Implementation of ADA Self-Evaluation and Transition Plan.
- Develop Compliance Standards and Goals for Programs and Services.
- Develop Compliance Standards and Training for Web Site Compliance, with ISD.
- Training and Community Involvement.
- Grievance Processing.

Human Resources Management System (HRMS) Services

- Support District in its use of the HRMS system, utilized for payroll processing, benefit administration tracking, leave tracking, employment history, skills, abilities, salary, and accomplishments.
- Report development and maintenance related to HRMS HR data.
- Coordinate testing and implementation of HRMS System upgrades with Auditor/Controller's office, Highline Corporation and ISD.
- Provide Position Control functionality for use during budget process and Consolidated Budget Adjustments.
- Provide Personnel Action review and approval of all new hire, terminations, merit increases, promotions, demotions etc. for compliance with Civil Service Rules, County Administrative policies and MOUs.

Employee & Volunteer Engagement & Recognition

- Support District in development of volunteer programs as needed.
- Support District in employee involvement in the following programs:
 - Annual Employee Service Awards program and event
 - Annual Public Service Recognition Week events
 - Annual Take Your Child to Work Day event
 - Department Employee Recognition Program
- Coordinate and monitor unpaid internships developed by the District as needed.

Risk Management Services / Insurance Products and Administration

The County shall provide the following insurance products / services to the district:

- General Liability Insurance.
 - Automobile Liability.
 - Crime.
 - Cyber Liability.
 - Employment Practices Liability.
 - Pollution Liability.
- Property Insurance.
 - Personal Property.
 - Vehicles.
- Workers Compensation.
 - Occupational Safety and Health.

Insurance Services

- Insurance policy management.
- Risk analysis and risk mitigation.
- Evaluation of risk and mitigation alternatives, contract insurance consultation and review, new or proposed operations, and special events.
- Contract insurance training.

Claims and Litigation Services

- Administration of all government tort claims and management of litigation filed against the District in coordination with County Counsel.
- Administration of first-party property claims filed under Property Insurance program.

- Determines liability of all claims and, when appropriate, negotiates financially prudent settlements on cases that represent exposure to the County within the Risk Manager's settlement authority (\$25,000), and jointly with County Counsel on claims and litigation up to \$50,000. For claims and litigation in excess of \$50,000, makes recommendation to the Board in coordination with County Counsel.
- Maintains risk management information system for claims administration, statutory financial reporting and audit requirements, actuarial analysis and risk management statistics. Provides claims and litigation information to management and District on exposures and claims volume in order to better manage these exposures.

Threat Assessment Services

- In support of the Workplace Security program, coordinates and administers the Threat Assessment Team (TAT) Program as requested by County department heads, the County Administrator, and/or the Board of Supervisors.

Disability Management and Workers Compensation Services

- Administration of self-insured Workers' Compensation Program providing statutory benefits to injured workers pursuant to the California Labor code.
- Provides program and training support for all medical leave management programs, military leave, catastrophic leave, the Reasonable Accommodation process, Fitness for Duty evaluations, confidential medical information review (including pre-employment), and the Temporary Transitional Duty Program as authorized by the Board of Supervisors.
- Coordinates communications related to pre-employment and reasonable suspicion (drug and alcohol) testing.
- Coordination of long term disability programs for non-occupational injuries as required under the Salary Resolution and various MOUs, as well as the administration and management of occupational health and LTD contracts.

Occupational Safety and Health Services

- Develops, facilitates and promotes safety and loss prevention programs as statutorily required by State and Federal OSHA regulations.
- Administration of statutory State and Federal Occupational Safety and Health Administration regulations in order to identify and minimize conditions and behaviors which may result in occupational injury or illness, and property damage.
- Support District in developing effective programs to meet regulatory requirements and manage occupational health and safety, injury prevention, hazardous materials management, fire prevention and emergency preparedness.
- Administers Federal Department of Transportation random drug and alcohol testing program including the random collection and testing vendor.
- Manage ergonomics program and training of Ergo Coordinators.
- Manage DMV Pull Notice program.

Benefits Administration

The County shall provide the following health and welfare benefits to the District's employees, retirees, and their dependents:

- Medical
- Dental
- Vision
- Life & Disability Insurance
- Health and Dependent Care Reimbursement Accounts
- Patient Advocacy
- Staff Development and Wellness Programs
- Employee Assistance Plans

Health and Welfare Benefits Administration

- Management and administration of health and welfare benefit programs.
- Provide accurate and timely administration of all health and welfare benefits to maintain and control costs.
- Provide guidance on benefits programs and ensure high participant satisfaction among employees, retirees and their eligible dependents.

Cost of Services

Human Resources Costs

Inclusive of UB Support Services cost allocation as outlined in ACTTC exhibit.

Insurance Cost Allocation – FY 16/17 and FY 17/18

General Liability Insurance (charged annually through Journal Voucher or invoice) (Includes auto, pollution, cyber, employment practices liability and crime bond)	FY 16/17 - \$1,551 FY 17/18 - \$2,350
Property Insurance (charged annually through Journal Voucher or invoice) (Personal Property (Office contents) - \$23, Vehicles - \$170)	FY 16/17 - \$193 FY 17/18 - TBD
Workers Compensation-(charged through bi-weekly payroll)	FY 16/17 - \$1.52 per \$100 of payroll FY 17/18 - \$1.75 per \$100 of payroll

Insurance Cost Allocation – Future Years

Rates fluctuate annually, and are generally available approximately six months in advance of the start of a new fiscal year. These rates may either be found in the County’s budget preparation documents or by contacting Risk Management.

Health and Welfare Benefits Administration Fee – FY 16/17 and FY 17/18

Benefits Administration fee	FY 16/17 - \$1,557
(charged annually through Journal Voucher or invoice)	FY 17/18 - \$1814

All other employee benefit costs to District paid through direct payroll deductions from District budget based upon employee benefit selection. District contribution amounts as determined by each applicable Memorandum of Understanding and County Salary Resolution.

Health and Welfare Benefits Administration Fee – Future Years

Rates fluctuate annually, and are generally available approximately six months in advance of the start of a new fiscal year. These rates may either be found in the County’s budget preparation documents or by contacting Risk Management.

Attachment A: Exhibit 3

Service Level Agreement



Northern Sonoma County
Air Pollution Control District
and
Sonoma County
Information Systems Department

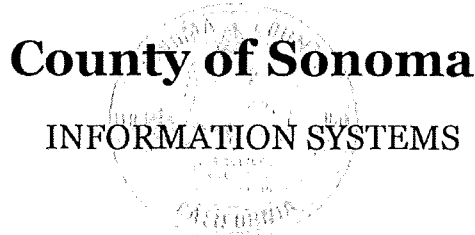
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Service Level Agreement

Northern Sonoma County Air Pollution Control District and Sonoma County Information Systems Department

1. Introduction

1.1. Purpose

The vision of the Sonoma County Information Systems Department (ISD) is to maximize public service and financial savings through the implementation of technology solutions that support and enhance current and future service delivery systems of Sonoma County.

This Service Level Agreement ("Agreement") outlines the terms and conditions under which ISD will provide specified services (collectively referred to as "the Services") to its customer.

1.2. Parties to the Agreement

This Agreement is made between ISD and the Northern Sonoma County Air Pollution Control District (NSCAPCD), hereinafter referred to as "the CUSTOMER" (and collectively referred to as the "parties"). ISD and the CUSTOMER recognize the importance of their respective IT resources working in partnership to ensure that their services complement each other to meet the business needs of the public and various regulatory requirements. This Agreement provides a description of the Enterprise and Department services ISD provides to the CUSTOMER, and the responsibilities required of both departments to meet the CUSTOMER's and County's business functions. This Agreement reflects the known expectations of all parties, and recognizes that the list of expectations may not be exhaustive and may require modification over time.

1.3. Initial Term of the Agreement

This Agreement will commence on July 1, 2016 ("Commencement Date") and expire 24 months hence ("Initial Term").

1.4. Options to Renew the Agreement

This Agreement will automatically renew for an additional twelve month period at the end of the Initial Term and on each subsequent anniversary of the Commencement Date unless 90 days prior written notice is received by either party to modify the Agreement.

1.5. Definitions

"Change Control" means the agreed upon process to be followed when changes are required to either this Agreement or to the Services.

"Department Services" mean the unique Services which ISD delivers to a department.

"Enterprise Services" mean the Services which ISD delivers to all of its customers.

"Information Assets" means County of Sonoma computer and network systems including data which is stored, processed or transmitted.

"Place of service delivery" means the address or addresses where the Service delivery is to take place.

"Problem escalation" means the agreed procedure for alerting and notifying ISD management of the non-resolution of problems.

"Service availability" means the times and periods ISD will make the Services available to the CUSTOMER. Services may be requested by contacting the ISD Service Desk Monday – Friday 7:00 a.m. – 5:00 p.m. excluding holidays and 24/7 for emergency issues.

"Service Review Meetings" means the regular meetings held between representatives of ISD and the CUSTOMER specifically to discuss issues arising from Service delivery or performance.

2. Scope of Work

2.1. Enterprise Services

The Enterprise Services and Service availability provided by ISD under this Agreement are described in Schedule A to this Agreement.

2.2. Department Services

The Department Services and Service availability unique to a department provided by ISD under this Agreement are described in Schedule B to this Agreement. Departmental staff may play a role in the delivery of the services, while ISD may play a reduced or no role in the delivery of the service.

2.3. Place of Service Delivery

The Services covered by this Agreement are to be delivered at the address or addresses given in Schedule C to this Agreement.

2.4. Changes to Services

Either party may propose changes to the Agreement or supporting Schedules. Efforts will be made to meet early in the annual budget cycle to discuss and resolve changes in time to meet the CAO posting of ISD rates in the annual budget instructions. All changes, with the exceptions of service locations and contact information are to be subject to the Change Control procedures included in Schedule D to this Agreement. Changes to service locations and contact information may be submitted via email from the CUSTOMER to ISD.

3. Performance, Tracking and Reporting

3.1. Service Metrics

The metrics to be used in the measurement of performance levels are defined in Schedule E to this Agreement.

3.2. Service Level Reporting

ISD will provide reports electronically on service delivery to the CUSTOMER covering each service component delivered. The reports required in support of this Agreement are defined in Schedule F to this Agreement.

3.3. Service Review Meetings

Service Review Meetings will be held at mutually agreed upon times. The issues to be covered will include (as applicable):

- Service performance levels
- Installation performance
- System issues
- Administrative issues
- Security issues
- Changes proposed
- Service Reports as identified in Schedule F

4. Problem Management

4.1. Problem Reporting

Standard problem definitions that apply to the Services provided under the terms of the Agreement are identified in Schedule G to this Agreement. However, the parties acknowledge that problem resolution requiring the involvement of third-party software and hardware service providers will be subject to the systems and procedures of these entities, which systems and procedures ISD does not control. Notwithstanding these limitations, ISD agrees to communicate and pursue established trouble-shooting priorities with such vendors and will update the CUSTOMER as to projected timelines. Priorities may be modified on a case-by-case basis to meet the operations needs of ISD and/or the CUSTOMER.

4.2. Problem Escalation

To ensure that the CUSTOMER receives senior management attention on unresolved issues, both parties agree to utilize and participate in the problem escalation process specified in Schedule H to this Agreement.

5. Services and Fee Structure

5.1. Enterprise Services

The fees payable for delivery of the Enterprise Services are defined in Schedule I to this Agreement.

5.2. Department Services

The fees payable for delivery of the Department Services are defined in Schedule I to this Agreement.

6. Customer Responsibilities

The CUSTOMER's general obligations to assist with effective management and service delivery are identified in Schedule A to this Agreement.

7. Security

7.1. Physical Access

The CUSTOMER will ensure that ISD employees are given access to the service locations and equipment as referenced in Schedule C to this Agreement in order that the Services may be delivered and maintained in accordance with the Agreement.

7.2. Compliance with Customer Security Requirements

In the event that the CUSTOMER has specific physical/data security requirements, ISD will ensure that its employees are made aware of such requirements and will work with the CUSTOMER to develop a mutually agreed upon approach to ensure ongoing compliance. The CUSTOMER's Security Requirements are identified in Schedule J to this Agreement and any changes to the CUSTOMER Security Requirements are to be subject to the Change Control procedures included in Schedule D to this Agreement.

7.3. Information and Data Security Measures

ISD will manage information and data security with best efforts to restrict unauthorized access. ISD will ensure that its employees are fully aware of the risks associated with information and data security issues.

7.4. Confidentiality

ISD agrees to maintain the confidentiality, integrity and accessibility of all Air Pollution client information in accordance with all applicable state and federal laws and regulations.

8. General

8.1. Notices

Notices under this Agreement are to be sent to the addresses and persons specified in Schedule K to this Agreement.

8.2. Standard of Care

ISD warrants that all services will be performed with professional care and skill and that its operations will be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws.

8.3. Good Faith

Each party will act in good faith in the performance of its respective duties and responsibilities and will not unreasonably delay or withhold the giving of consent or approval required for the other party under this Agreement.

8.4. Assignment

Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party. In the event that consent for assignment is given, the terms of this Agreement will be binding upon each party's respective successor.

8.5. Entire Agreement

This document with all supporting schedules and attachments constitutes the entire Agreement between the parties and supersedes all other prior agreements between the parties for the provision of such services.

8.6. Changes to the Agreement

All changes to this Agreement must be approved in writing by authorized officials of both parties and follow the formal change control procedure set out in this Agreement.

8.7. Exhibits

The Schedules referred to in, and attached to, this document are to be considered an integral part of this Agreement.

SCHEDULE A – ENTERPRISE SERVICES

Schedule A provides a detailed list of the Enterprise Services that are to be delivered to the Customer under the terms of this Agreement. It is the responsibility of the CUSTOMER to request services as needed following the procedures identified under CUSTOMER Responsibilities in the following table.

Section A.1 Service Description and Responsibilities		
A.1.1 Desktop Services		
Services	ISD Responsibilities	CUSTOMER Responsibilities
A.1.1.1 Desktop Support	Respond to incident and service requests. Support includes installation, configuration, security updates, software upgrades, and communication with vendor as needed, procurement and license management, and troubleshooting.	Request services through ISD Service Desk following established procedures.
A.1.1.2 Desktop Support Standard Hardware Installation and Coordination	Participate with the CUSTOMER in deployment planning. Deploy and install systems. Configure, test, install, and support desktop technologies including PCs, laptops, printers, and other peripherals.	Provide local inventory control and assist ISD with project planning related to desktop technologies.
A.1.1.3 Relocation Coordination and Implementation	Assist department with relocating PCs and other supported desktop technologies when such services are funded within an Architect managed project, or funded as a separate project with ISD	Inform ISD of all ISD supported PC and printer relocations.
A.1.1.4 Hardware Maintenance	Provide maintenance service for District owned desktop workstations and printers connected to the County network in or out of warranty.	Responsible for purchase and replacement of consumable printer parts e.g., toner, fusers, rollers. Request services through ISD Service Desk following established procedures.
A.1.1.5 Desktop Product Support	Evaluate needs for desktop software and make recommendations. Support of standard County image and pre-approved commercial off the shelf (COTS) productivity tools	Request services through ISD Service Desk following established procedures.

¹ Troubleshooting includes, assistance for software not functioning properly, initial investigation provided to determine if the software is system or network related, and referral to system specialists as appropriate.

<p>A.1.1.6 Procurement and Inventory Management</p>	<p>Manage licensing, warranty, and inventory information on all ISD supported hardware and software.</p>	<p>Purchase hardware and software following County requisition process. When purchases must be made outside the County requisition process, the CUSTOMER must provide ISD with information related to any departmental purchase of hardware and software supported by ISD. Such information must be sufficient to establish warranties, provide visibility in ISD's central inventory system, comply with licensing, and comply with the Enterprise desktop operating system (OS).</p>
<p>A.1.1.7 Desktop Technology Product Research, Evaluation and Testing</p>	<p>Conduct ongoing product evaluation and testing for desktop hardware and software.</p>	<p>Participate in periodic meetings dealing with business process and requirements.</p>
<p>A.1.1.8 Surplus</p>	<p>Identify, process, and dispose of all surplus County computer equipment and/or components which are the responsibility of ISD in accordance with County approved procedures.</p>	<p>The CUSTOMER will return all obsolete, unused or defective County hardware to ISD.</p>
<p>A.1.1.9 Network Printer Administration</p>	<p>Manage printer and multi-function printer configurations and firmware including any necessary software or hardware installations.</p>	<p>Request services through ISD Service Desk following established procedures.</p>
<p>A.1.1.10 Desktop Security and Virus Protection</p>	<p>Perform desktop level virus protection and signature updates. Automated operating system updates. Install and maintain laptop full disk encryption.</p>	<p>Request services through ISD Service Desk following established procedures.</p>

A.1.2 Network Infrastructure Services		
Services	ISD Responsibilities	CUSTOMER Responsibilities
A.1.2.1 Network Connectivity to County Systems and remote sites	Provisioning of circuits, ensuring high speed network connectivity to application systems and services.	Request services through ISD Service Desk following established procedures.
A.1.2.2 Network Infrastructure Installation/Upgrades/Management	Managing capacity planning, design, installation, upgrades, and replacement of network infrastructure equipment which includes routers, switches and firewalls. Monitoring of all network infrastructure devices. Notify District of equipment installation needs on leased property and verify permission to proceed.	Participate in periodic planning meetings. Request services through ISD Service Desk using established procedures. Advise of equipment installation needs and verify permission to proceed.
A.1.2.3 Internet Access	Internet usage and access reporting, capacity planning, installation, and support associated with access to the Internet	Request services through ISD Service Desk following established procedures.
A.1.2.4 Infrastructure Security Design and Management	Management of firewalls, Intrusion Prevention System (IPS) and other security technology and measures under the support responsibility of ISD.	Participate in periodic planning meetings. Request services through ISD Service Desk using established procedures.
A.1.2.5 Virtual Private Network (VPN) Services	Set up and configure necessary security and user accounts, provide VPN software, and technical support.	Request Add/Disable/Delete of VPN User accounts through ISD Service Desk following established procedures.
A.1.2.6 Wireless Services	Provide wireless access to County network and external Internet access.	Request services through ISD Service Desk following established procedures.

A.1.3 Network System Services		
Services	ISD Responsibilities	CUSTOMER Responsibilities
A.1.3.1 Network Account and ID Management	Network user account maintenance and problem resolution and administration. Includes license management and audit support.	Request Add/Disable/Delete/Modify of User accounts and update ISD Authorization list through established procedures. Ensure the CUSTOMER staff read and acknowledge County Computer Use Policy 9-2
A.1.3.2 Backup/Restore	Backups of servers and any related file restoration upon request. This includes offsite storage of backups of systems under the support responsibility of ISD.	Participate in periodic planning meetings, reviews and tests of restoration and related recovery procedures.
A.1.3.3 Disaster Recovery	The ISD Data Center is a secured and environmentally controlled facility which provides redundant systems for computing and communications that significantly reduces the likelihood of service disruptions. All customers receive a basic level of data protection and disaster recovery services. Please refer to the "Disaster Recovery and Data Protection Services" section described in the Service Catalog located at the ISD internet site for additional information.	Execute Departmental Local Continuity of Ops Plan
A.1.3.4 Messaging System Support and Management	User account maintenance and problem resolution, all email support, upgrades, resolving account problems, support of email servers, troubleshooting and problem resolution of problems.	Request Add/Disable/Delete/Modify of User accounts through ISD Service Desk following established procedures.
A.1.3.5 Secure and non-secure FTP Services	Inbound FTP services for both secure and non-secure applications.	Participate in periodic planning meetings. Request services through ISD Service Desk using established procedures.
A.1.3.6 Server Security Design and Management	Server level virus protection, and management of other security technology and measures under the support responsibility of ISD.	Participate in periodic planning meetings. Request services through ISD Service Desk using established procedures.

A.1.3.7 Server Installations, Upgrades, and Maintenance	Capacity planning, installation, and support associated with application and file servers under the support responsibility of ISD.	Participate in periodic planning meetings. Request services through ISD Service Desk using established procedures.
A.1.4 Application and System Services		
Services	ISD Responsibilities	CUSTOMER Responsibilities
A.1.4.1 Application System Administration and Support	Provide technical support related to enterprise systems and services offered to all County departments. Includes systems administration, upgrades, maintenance, problem resolutions and quality control.	Participate in periodic meetings. Report problems and request services through ISD Service Desk using established procedures.
A.1.4.2 Project Management/Consulting	Project management and consulting services for all supported systems and other technical activities as requested and budgeted.	Participate in periodic planning and requirements analysis meetings. Commit necessary resources to successfully implement project related work. Request services through ISD Service Desk using established procedures.
A.1.4.3 Vendor Liaison	On-going technical liaison with supported system vendors as needed.	Participate in periodic planning meetings. Request services through ISD Service Desk using established procedures.
A.1.4.4 System Security Administration	Administration and management of system security tables and user access for systems under the support responsibility of ISD.	Participate in periodic planning meetings. Request services through ISD Service Desk using established procedures.
A.1.4.5 Database Administration	Database support on SQL applications. Includes database reorganizations, service packs and any related database problems.	Participate in periodic planning meetings. Request services through ISD Service Desk using established procedures.

A.1.5 Web Services		
Services	ISD Responsibilities	CUSTOMER Responsibilities
A.1.5.1 Web Design, Development, and Hosting	<p>For legacy-based web sites: No new web site development will be conducted in the older legacy-based web site. Existing content will simply be maintained until all content for a department or agency is migrated to CMS.</p> <p>For CMS-based web sites: Perform all web design relative to internet, intranet, extranet, SharePoint or other application(s) that are hosted on ISD County web servers.</p>	Provide business requirements, collaborate, approve and authorize implementation
A.1.5.2 Web Programming	<p>For legacy-based web sites: No new web site development will be conducted in the older legacy-based web site. Any web programming will be to resolve problems, not expand capabilities.</p> <p>For CMS-based web sites: Perform all web programming relative to the Internet, intranet, extranet, SharePoint or other application(s) that will be hosted on ISD web servers.</p>	Provide business requirements, collaborate, approve and authorize implementation
A.1.5.3 Web Maintenance	Publish changed content to ISD legacy-based web servers, or assist department staff with publishing content to CMS-based web sites; assist HR with ensuring compliance with County Web Standards and Guidelines as related to ADA accessibility including performing ADA remediation work for departments and agencies as requested relative to the Internet, intranet, extranet, SharePoint or other application(s) that will be hosted on ISD web servers.	Provide authorized and accessible (per County <u>Web Standards and Guidelines</u> , i.e. ADA/Section 508, editorial content for publication and other business requirements. Follow procedures established for publishing process.
A.1.5.4 Web Site Files Backup	Perform backups of data center resources supporting web and other ISD services. Includes file restoration upon request.	Create and store archival copies of original documents and content for future reference as needed.

A.1.5.5 SharePoint	Create and initially setup SharePoint sites hosted on ISD web servers. Provide training, support and assistance as requested including design and development of site features. Approve and install third party web parts, site features, and site templates meeting ISD standards.	Manage existing SharePoint web sites relative to site creation, site permissions list and library configuration and maintenance. Adhere to agreed upon standards and best practices. Participate in work sessions and other meetings necessary to analyze needs and accomplish development work.
A.1.5.6 Web Content email notification/alerts (eSubscribe)	Create and administer eSubscribe items for the CUSTOMER website as requested by the CUSTOMER.	Provide content and initiate sending of notifications.
A.1.6 Mobile Device Services		
Services	ISD Responsibilities	CUSTOMER Responsibilities
A.1.6.1 Mobile Device Support	Configure County supported SmartPhones e.g., Apple, Android, Windows Mobile, and Blackberry that are County issued or used for County business to synchronize with Exchange email messaging system. Provide basic troubleshooting to resolve issues.	Request services through ISD Service Desk using established procedures.
A.1.7 Communications Telephone Services		
Services	ISD Responsibilities	CUSTOMER Responsibilities
A.1.7.1 Telephone Support	Respond to service requests from the CUSTOMER staff through Internet Web Page, telephone, remote, or onsite assistance for telephone and infrastructure needs.	Request services through ISD using established procedures.
A.1.7.2 Telephone Equipment Installation and Coordination	Participate with the CUSTOMER in deployment planning. Deploy and install systems. Configure, test, install, and support telephone equipment including telephones, IP telephones, conference phones, ringers, soft phones, ACD phones, paging systems, and other peripherals.	Provide local inventory control, and assist ISD with project planning, and moves related to Telephone equipment. Request services through ISD using established procedures.

A.1.7.3 Relocation Coordination and Implementation	Coordinate and provide support for adds, moves, changes and relocations of telephone equipment with the CUSTOMER.	Coordinate plans for relocation with ISD, including coordinating all non-Architect managed moves. Provide information on any changes in telephone equipment, including the last known user and physical location. Participate in planning and other related meetings. Request services through ISD using established procedures.
A.1.7.4 Telephone Equipment Product Research, Evaluation, and Testing	Conduct ongoing product evaluation and testing for telephone equipment hardware and software with an emphasis on specific needs of the CUSTOMER.	Request services through ISD using established procedures. Participate in periodic meetings dealing with business process and requirements.
A.1.7.5 Surplus	Identify, process, and dispose of all surplus equipment in accordance County approved procedures.	Request services through ISD using established procedures.
A.1.7.7 PBX Switch Software Installations, Updates, and Maintenance	Reviewing, testing, and deploying fixes and upgrades to PBX switch software.	Coordinate with ISD with planning and implementing upgrades to PBX switch software.
A.1.7.8 Voice Mail Installations, Upgrades, Backups, and Maintenance	Managing capacity planning, design, installation, upgrades, backup, and replacement of Voice Mail servers, software, and systems.	Participate in periodic planning and requirements analysis meetings. Report problems and request services through ISD using established procedures.
A.1.7.9 Voice Mail Mailboxes	Managing new users, password resets, instruction, and support of voice mail boxes.	Request services through ISD using established procedures.
A.1.7.10 Voice over IP System Installations, Upgrades, and Maintenance	Managing capacity planning, design, installation, upgrades, and replacement of Voice over IP (VoIP) Systems.	Participate in periodic planning and requirements analysis meetings. Request services through ISD using established procedures.
A.1.7.11 Voice over IP System Software Installations, Updates, and Maintenance	Reviewing, testing, and deploying fixes and upgrades to VoIP System Software.	Coordinate with ISD with planning and implementing upgrades to Voice over IP System Software.

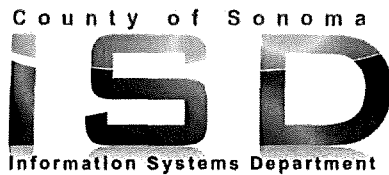
A.1.7.12 Network Infrastructure Installations, Upgrades, and Maintenance	Managing capacity planning, design, installation, upgrades, and replacement of network infrastructure including copper and fiber optic cables, terminations, panels, racks, jacks, and electronic equipment.	Participate in periodic planning and requirements analysis meetings. Report problems and request services through ISD using established procedures.
A.1.7.13 Wireless Devices Procurement, Upgrades, and Maintenance	Coordinate purchases, leases and service plans, test, configure, and support wireless devices including cellular phones, smart phones, pagers, air cards, tracking devices, cellular routers, and satellite phones	Provide local inventory control, and request services through ISD using established procedures.
A.1.7.14 911 Services System Installations, Upgrades, and Maintenance	Assist the CUSTOMER staff with 911 circuit installations, upgrades, and maintenance. Coordinate with AT&T operations centers and technicians. Provide relocation assistance in emergency situations.	Participate in periodic planning and requirements analysis meetings. Report problems and request services through ISD using established procedures.
A.1.8 Service Desk Support Services		
Services	ISD Responsibilities	CUSTOMER Responsibilities
A.1.8.1 Service Desk Support	Respond to incident and service requests.	Request services through ISD Service Desk following established procedures.
A.1.8.2 Centralized Incident and Service Request Management	Collect and record accurate descriptions from the CUSTOMER into an incident management tool.	Request status or follow up on existing work requests through ISD Service Desk following established procedures as outlined in Schedule G.
A.1.8.3 Password Management	Reset, disable, and reactivate passwords.	Request services through ISD Service Desk following established procedures. Utilize ISD provided self-service password management tool.

A.1.9 Administrative Services		
Services	ISD Responsibilities	CUSTOMER Responsibilities
A.1.9.1 Departmental IT Planning	<p>Meet on as needed basis with the CUSTOMER regarding evolving IT plans and needs. Lead and sponsor work groups, and committees for the purpose of exchanging information. These groups include:</p> <ul style="list-style-type: none"> • Technical Advisory Committee (TAC) • Web Advisory Committee (WAC) • GIS Technical Advisory Committee • SharePoint Power Users Group • Justice User Group 	<p>Meet on as needed basis with ISD regarding the CUSTOMER related IT plans and needs. Participate in ISD sponsored work groups and committees for the purpose of exchanging information.</p>
A.1.9.2 Departmental IT Budgets and Accounting	<p>Review and analyze software, server and network needs as requested for system additions and upgrades, and develop cost estimates and hardware configurations. Includes analyzing and costing projects and services.</p>	<p>Participate in planning and requirements analysis activities. Define and develop IT requirements for annual budget. Assist ISD with prioritizing projects, transferring funds, identifying and scoping projects, and processing necessary technical adjustments to the budget</p>
A.1.9.3 Project Coordination and Participation	<p>Plan and manage projects related to software, desktop, and enterprise network improvements and upgrades. Participate as a project team member on CUSTOMER led IT related projects.</p>	<p>Participate as a project team lead or member on IT related project impacting or affecting the CUSTOMER. As appropriate provide support to ISD with coordination of non-county resources as contracted by the CUSTOMER.</p>
A.1.9.4 Purchasing Coordination/Vendor Management; Contracting	<p>Handle all aspects of IT equipment ordering and delivery including receipt, unpacking, labeling, inventory and invoice processing, and container waste removal.</p>	<p>Coordinate all computer hardware, software and other IT related purchases with ISD to ensure conformance with County wide IT standards and licensing. Including advising ISD of any departmental purchases of hardware and software, or contract development for IT related products and services specific to the CUSTOMER.</p>

A.1.10 GIS Services		
Services	ISD Responsibilities	CUSTOMER Responsibilities
A.1.10.1 GIS Baseline Support	Provide technical support during regular business hours for desktop GIS software installation, troubleshooting, and functionality questions, for assistance in posting or using data in the Enterprise GIS database; respond to requests for maps via the ISD Service Desk.	Request services through ISD Service Desk following established procedures. The CUSTOMER will coordinate Mapping requirements with the ISD GIS group and will provide ISD GIS with updated data periodically to assure that maps created by the ISD GIS group have the most current data
A.1.10.2 GIS Project Support	Participate in periodic planning and requirements analysis meetings. Provide project management and consulting services for all ISD supported systems and other technical activities as requested and budgeted	Participate in periodic planning and requirements analysis meetings. Request services through the ISD Service Desk using established procedures. CUSTOMER initiatives involving enhanced use of GIS capabilities will coordinate requirements with the ISD GIS group and where needed will undertake creation of separate projects for work needed beyond what's covered in GIS baseline.
A.1.10.3 County GIS Intranet	Provide training and technical support to use the County's interactive mapping program on the County GIS Intranet (e.g. SoCo Map).	The CUSTOMER will coordinate GIS training requirements with the ISD GIS group. Participate in periodic planning and requirements analysis meetings. Request services through the ISD Service Desk using established procedures.
A.1.10.4 GIS Data Integration	Provide support to CUSTOMER to integrate department data for demographic analysis and reporting or other incident-based events with existing GIS data. Where integration with County's Enterprise GIS database is not feasible, support the CUSTOMER as necessary to export data from Enterprise GIS into shapefile or file-based geodatabase format.	Participate in periodic planning and requirements analysis meetings. Request services through the ISD Service Desk using established procedures. CUSTOMER initiatives involving enhanced use of GIS capabilities will coordinate requirements with the ISD GIS group, and where needed will undertake creation of separate projects for work needed beyond what's covered in GIS baseline.
A.1.10.5 GIS Desktop Software Support	Provide training and technical support to use ESRI ArcGIS Desktop software (version 10.1 or later), and the ArcGIS Desktop extensions (e.g., Spatial Analyst), and to access and use maps created by the GIS Group.	CUSTOMER will provide machine serial numbers to ISD. Participate in periodic planning and requirements analysis meetings. Request services through the ISD Service Desk using established procedures.

<p>A.1.10.6 GIS Data Editing/Maintenance Support</p>	<p>Provide users with access and tools needed to edit CUSTOMER data layers on the Enterprise GIS EDIT schema, and for transferring data to the Enterprise GIS MAIN schema if data is to be shared with other County departments.</p>	<p>Participate in periodic planning and requirements analysis meetings. Request services through the ISD Service Desk using established procedures.</p>
<p>A.1.10.7 GIS Consulting</p>	<p>Provide user needs analysis to identify business requirements that can be met by using GIS technology. Includes coordinating with ESRI re: best practices, assisting the CUSTOMER in the design and development of workflows with GIS software (e.g., server or desktop), and the development of cartography products. Implementation of ISD recommendations may require establishing a separate project and/or involvement of a 3rd party vendor, as appropriate</p>	<p>Request services through ISD Service Desk following established procedures. Participate in periodic meetings dealing with business process and requirements, and deployment and assessment of survey results.</p>
<p>A.1.10.8 GIS Standards</p>	<p>Provide CUSTOMER with documentation, training, and support for applying government and industry "best practices" to GIS design and data collection efforts. Ensure that data provided to other County departments follows Enterprise GIS standards and is current and well-documented. Assist CUSTOMER with development of federally compliant "metadata" to accompany GIS layers maintained by CUSTOMER.</p>	<p>Request services through ISD Service Desk following established procedures. Ensure local enforcement of published and provided "best practices", County GIS standards, and other procedures provided by ISD GIS or the County GIS Technical Advisory Committee (GIS-TAC). CUSTOMER will assign staff as appropriate to participate in regular meetings of the GIS-TAC, which currently meet quarterly or either every other month, as necessary.</p>
<p>A.1.10.9 Arc GIS Online</p>	<p>Provide user account/web based access to enable CUSTOMER to publish GIS content directly to the Internet.</p>	<p>Request services through ISD Service Desk following established procedures.</p>
<p>A.1.10.10 ESRI Tech Support</p>	<p>Designate technical support contract under terms of the enterprise license agreement (ELA).</p>	<p>Request services through ISD Service Desk following established procedures.</p>

Section A.2- ISD Data Center Access Procedure & Policy
(2615 Paulin Drive)



Procedure for Data Center Access

Approved By: Mary Beth Dunlap
Approval Date: 6/5/2011
Review Date: 1/30/2012

I. Purpose

This document establishes the Information Systems Department (ISD) procedure for data center access. The purpose of this procedure is to define the processes and guidelines used to:

- Schedule work to be performed in the Data Center.
- Arrange for after hour access to the Data Center.
- Deliver and install equipment into the Data Center.
- Activate the Fire Suppression System

II. Procedure

A. Accessing the ISD Data Center

Business hours are typically from 8 AM to 5 PM Monday through Friday except County holidays and Mandatory Time Off. Restricted access is available on an emergency basis after hours or on weekends, but where possible this should be planned so that it does not conflict with other possible planned outages or maintenance.

B. Requesting Access

- Individuals requiring Approved ProxCard access to the ISD Data Center will refer to and follow the ISD Procedure for Proximity Card Access.
- Individuals requiring Pre-Approved access to the ISD Data Center will submit a signed Data Center Access agreement to the ISD Data Center Manager for review and approval.

C. Access Requirements

All personnel with access type Approved ProxCard or Pre-Approved are required to read and adhere to the ISD Policy for Data Center Access. All personnel entering the Data Center will read and follow the posted Data Center Rules of Conduct.

D. After Hours Access

Data Center access is available on a 24x7 basis. Access to the ISD Data Center after ISD business hours requires additional building access and a PIN code (or key) to enter the main building. Personnel requiring this type of entry will need to follow the ISD Procedure for Proximity Card Access to request special permission to access the facility after hours.

Authorized individuals will be allowed immediate access to the ISD Data Center when an emergency situation warrants. Emergency-work site visits will be preceded by a telephone call to ISD Service Desk at 565-2030 by an authorized customer representative explaining the situation with details of the urgent issue and corresponding need for immediate access. The ISD Service Desk will contact the appropriate ISD On-call staff to assist with entry and escort.

E. Planned Work

Non ISD personnel planning to work on equipment within the ISD Data Center will contact ISD Network Operations Center ("NOC") staff and give notice of the scheduled work taking place. Notice is required to prevent overlap of the numerous group, various infrastructure and outage activities that could be planned.

Planned-work site visits should be scheduled with at least 3 days advance notice with the ISD NOC staff. Such notice is required to ensure the desired work window will be available. Requests for planned site visits should be made in the following manner:

- Personnel with access to Data Center Operations SharePoint Service Request form will submit an ISDNOC Service Request with details of the work to be performed.
- Personnel who do not have access to Data Center Operations SharePoint Service Request site can contact ISD NOC staff via phone or via email. ISD NOC staff will open an ISD NOC Service Request form on behalf of the requestor.

F. Unplanned work

Authorized personnel will be allowed immediate access to the Data Center when an emergency situation warrants. Emergency-work site visits will be preceded by a telephone call by an authorized customer representative explaining the situation with details of the urgent issue and corresponding need for immediate access. Unplanned work requests will be handled as follows:

- During normal business hours – Contact ISD NOC staff to make them aware of your need. ISD NOC will notify the Data Center Manager or other designee of your request and determine if there are conflicts that need to be addressed.
- After normal business hours – Contact the ISD Service Desk to make them aware of your need. ISD Service Desk will contact the appropriate ISD On-call staff to assist with entry and escort. To ensure the safety of all personnel (ISD and Non ISD), those with access rights which permit entry to the Data Center after business hours must contact the Service Desk or their respective ISD Manager prior to any work being performed in the Data Center after hours.

G. Equipment Deliveries

In order to ensure the safety of personnel and property, ISD maintains the following requirements for delivery and installation of equipment in the ISD Data Center:

1. Customers who wish to have equipment delivered to the ISD Data Center and received by ISD NOC staff are to notify ISD NOC staff via telephone or email with details of what is included in a particular shipment and the expected arrival date and time.
2. ISD NOC staff will receive the equipment, store it in a secure warehouse location, and notify the customer when the shipment arrives.
3. Customers requesting installation of new equipment in the data center should be aware of staging and racking policies in effect at the Data Center; specifically, all equipment housed in the Data Center must:
 - a) Be rack-mountable, and housed in standard racks using standard universal rack configurations.
 - b) Possess power and heat consumption specifications that are within ISD NOC-specified thresholds.
4. Equipment is to be moved directly from the loading dock in the ISD Main warehouse to a separate staging area for de-skidding and de-boxing. After equipment has been removed from its packaging and inspected, ISD NOC staff will transport it into the Data Center for installation. Under no circumstances are visitors to enter the warehouse or the loading dock area without prior knowledge, consent, and oversight of the ISD NOC staff.
5. In order to maintain a clean-room environment unpacking and de-skidding of equipment is not allowed within the ISD Data Center.

H. Environmental Safety

The Data Center is protected from fire by the Fenwal Fire Suppression System containing the FM-200 Agent. FM-200 Agent is a colorless, odorless and electrically non-conductive compound which suppresses fire without affecting the available oxygen, allowing personnel to evacuate safely after Fenwal activation.

ISD does not require personnel to extinguish fires. Only trained personnel will operate the Fenwal system. All others should evacuate upon alarm activation.

The Fenwal system uses sensors to detect the presence of fire in the room. When fire is detected, the system goes through the following stages:

1. When the system detects smoke from one sensor, the system actuates alarm bells.
2. When the system detects smoke from two sensors, the system actuates alarm horns and strobes and starts a 30 second timer for discharge.
3. When the 30 second timer expires the system is activated. It shuts down the HVAC and electrical power to the Data Center and the FM-200 agent is discharged.

If you are trained in the use of the Fenwal system then follow the Fenwal Fire Suppression Procedure.

If you are not trained in the use of the Fenwal system and you determine that conditions exist which require immediate activation of the Fenwal system:

4. Make sure all personnel have evacuated the Computer Room and Tape Drive areas.
5. Go directly to any Computer Room exit door and activate the Fire Suppression System Release by lifting the handle marked LIFT.
6. Exit the Computer/Tape Drive room immediately.
7. The system actuates horns and strobes and performs immediate discharge. There is no discharge delay.

III. Contacts

Contact	Phone	Email	Title
ISD Service Desk	565-2030	ISD-ServiceDesk@sonoma-county.org	
ISD NOC Staff	565-2911	ISDNOC@sonoma-county.org	
Mary Beth Dunlap	565-2080	mdunlap@sonoma-county.org	Data Center Manager

IV. Related Documents

ISD Policy for Data Center Access ISD Data Center Rules of Conduct ISD Policy for Facility Access
ISD Procedure for Proximity Card Access ISD Data Center Access Agreement

V. Revision History

Version	Date	Chapter/Section	Details
1.0	6/1/2011	All	New Standard entitled Procedure for Data Center Access

Section A.3 – Account Representation

Role	Responsibility	Contact Information
ISD Business Representative	ISD contact assigned to act as a liaison for the department receiving IT services and to assist the CUSTOMER utilizing the services available.	Dan Fruchey Dan.Fruchey@sonoma-county.org 565-2703
IT Service Liaison	Customer contact assigned to act as a liaison for the department and to assist ISD with providing services available.	Rob Bamford Robert.Bamford@sonoma.county.org 565-7127

SCHEDULE B – DEPARTMENT SERVICES

Schedule B provides a detailed list of the Department Services that are to be delivered to the Customer under the terms of this Agreement. Department Services are those unique to a department and not generally available across multiple departments.

B.1 Service Description and Responsibilities				
Service Name	Service Description	ISD Responsibilities	CUSTOMER Responsibilities	Vendor Responsibilities
No Unique Department Services		n/a	n/a	n/a

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SCHEDULE C – PLACE OF SERVICE DELIVERY

Schedule C provides a detailed list of the locations to be provided services which will be delivered to the Customer under the terms of this Agreement.

Location	Address	Business Hours
Northern Sonoma County Air Pollution Control District Office	150 Matheson Street Healdsburg CA 95448	8am- 4:30pm Mon-Fri
Healdsburg PM Monitor	Healdsburg Senior Center 133 Matheson St Healdsburg, CA, 95448	Rooftop location; access with District escort only.
Healdsburg Airport Ozone Monitor	Healdsburg Muni Airport 1580 Lytton Springs RD Healdsburg, CA 95448	Secure Airport location; access with District escort only.
Cloverdale PM Monitor	Cloverdale Veterans' Memorial Building 205 West First St Cloverdale, CA 95425	Rooftop location; access with District escort only.
Guerneville PM Monitor	Guerneville Sheriff Dept 1 st and Church St Guerneville, CA 95446	Rooftop location; access with District escort only.

SCHEDULE D – CHANGE TO SERVICES

Schedule D provides a detailed description of the process followed to request changes to services delivered to the Customer under the terms of this Agreement.

Change Control Process

Aspects/Roles	Process
<p>Aspects of change request process include:</p> <ul style="list-style-type: none"> • Either party may initiate process request • Review and assessments done by both ISD and Customer • Cost review and assessment conducted by ISD • Proposal and cost assessment reviewed by both ISD and Customer • ISD and Customer collaborate on final version of service change and cost • Final version is signed by both ISD and Customer. Copies distributed to both ISD and Customer 	<ol style="list-style-type: none"> 1. Request change in writing 2. Review and perform technical assessment 3. Review and perform cost assessment 4. Distribute proposed change including costs 5. Revise and resolve modifications and issues 6. Distribute final version for final review and acceptance 7. Sign final change and amend to original agreement

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Healdsburg PM Monitor	Healdsburg Senior Center 133 Matheson St Healdsburg, CA, 95448	Rooftop location; access with District escort only.
Healdsburg Airport Ozone Monitor	Healdsburg Muni Airport 1580 Lytton Springs RD Healdsburg, CA 95448	Secure Airport location; access with District escort only.
Cloverdale PM Monitor	Cloverdale Veterans' Memorial Building 205 West First St Cloverdale, CA 95425	Rooftop location; access with District escort only.
Guerneville PM Monitor	Guerneville Sheriff Dept 1 st and Church St Guerneville, CA 95446	Rooftop location; access with District escort only.

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SCHEDULE E – SERVICE METRICS

ISD is committed to providing the highest level of service to our customers, by incorporating Information Technology Information Library (ITIL) best practices. ISD shall gather data to develop metrics to be used in the measurement of performance levels.

SCHEDULE F – SERVICE LEVEL REPORTING

Schedule F provides a description of the reporting expectations related to service delivery under the terms of this Agreement. ISD will provide regular reports to the CUSTOMER. The reports will include at a minimum:

Report	Frequency
Status of active projects	Review in Customer/ISD Business Representative Meeting.
Service Desk Activity	Review in Customer/ISD Business Representative Meeting.
Operational statistics and related information including: <ul style="list-style-type: none"> • Number of trouble calls closed • System availability including any outages experienced by the CUSTOMER. • Physical Security Access Reports (N/A) • Security Incidents • Group Membership/Directory Access (Monthly BindView reports) • Disabled User Accounts(Monthly BindView reports) 	Review in Customer/ISD Business Representative Meeting.
<p>Note: New regular reports will be added through Agreement by both parties following the Change Control process described in <u>Schedule E</u>. Ad hoc reports will be requested via the work request process and incorporated into normal work.</p>	

SCHEDULE G – PROBLEM REPORTING

Schedule G provides a description of the problem reporting process and a detailed list of the problem priorities that are to be used when reporting incidents related to services delivered to the Customer under the terms of this Agreement.

The ISD Service Desk is the single point of contact between ISD and the IT customer. The ISD Service Desk provides services, resolves computing problems and answers IT related questions. It manages the lifecycle of incidents and service requests, and resolves most IT issues that may be handled remotely.

Support Hours:

- Standard support:
7:00 AM – 5:00 PM Monday – Friday, except for County holidays
- Emergency Support (High priority, cannot wait until next business day):
5:00 PM – 7:00 AM Monday - Friday, plus weekends and holidays.

Incident Reporting:

The ISD Service Desk will assess each incident and problem based on urgency and impact. A priority code will be established and ISD will strive to meet these service targets.

In the event that an incident or problem is reported to the ISD Service Desk that shall be resolved by the CUSTOMER, the ISD Service Desk will forward the incident or problem to the CUSTOMER IT staff using a ticketed tracking system.

SCHEDULE H – PROBLEM ESCALATION PROCESS

Schedule H provides a description of the process followed to escalate problem actions related to services delivered to the Customer under the terms of this Agreement.

Problem Escalation (the CUSTOMER to ISD)

Should the CUSTOMER determine that services are not being provided in accordance with the above protocol; the CUSTOMER will directly contact a designated ISD representative and request them to research the situation. This contact should be made by the CUSTOMER Management to the appropriate ISD Management staff using the following information.

The ISD manager will research the situation and provide an update to the CUSTOMER.

ISD Contact	Telephone (Office)
Jens Salzgeber, Service Desk Manager	707-565-3541
Dan Fruchey, Information Management Division Director	707-565-2703

Problem Escalation (ISD to the CUSTOMER)

Should ISD determine that services are not being provided in accordance with the above protocol, ISD will directly contact the CUSTOMER Management and request that the CUSTOMER research the situation. This contact should be made by ISD management staff to the appropriate CUSTOMER management staff using the following information.

The CUSTOMER manager will research the situation and provide an update to the ISD manager having made the contact.

NSCAPCD Contact	Telephone (Office)
Rob Bamford Air Pollution Control Officer Northern Sonoma County Air Pollution Control District	707-565-7127

The Air Pollution manager will research the situation and provide an update to the ISD manager having made the contact.

SCHEDULE I – SERVICE FEES

Schedule I provides a description of the fees for services reflected under this Agreement. Please reference the current ISD rates located on the County's internet site:

http://sonomacounty.ca.gov/templates_portal/Page.aspx?id=2147493954
SonomaCountyca.gov- Your Government- Departments and Agencies- ISD- ISD Rate Structure

SCHEDULE J – CUSTOMER SECURITY REQUIREMENTS

Schedule J identifies the CUSTOMER Security requirements under this Agreement.

The table listed below further clarifies the responsibilities of ISD and the CUSTOMER as referenced in Section A.1.3.1 Network Account and ID Management.

J.1 Security Description and Responsibilities		
Description	ISD Responsibilities	CUSTOMER Responsibilities
J.1.1 Network Account and ID Management	Online Security Authorization request response will notify the requesting party	Request Add/Disable/Delete/Modify of User accounts and update ISD Authorization list through established procedures. Ensure the CUSTOMER staff read and acknowledge County Computer Use Policy 9-2 and ISD Policy for Account Management. Upon submission of an Online Security Authorization Request, provide contact information for the User's manager/supervisor.
J.1.2 Information Security Incident* Response/Reporting	Investigation, remediation and documentation of information security incidents* in a timely manner. Notify County Privacy Officer if incident involves electronic personal health information. (ePHI)**	Upon discovery, report any real or perceived information security incident* to the ISD Service Desk. Notify law enforcement in case of theft. Notify County Privacy Officer if incident involves ePHI**. Assist with investigation and resolution as necessary.
J.1.3 ProxCard access to Customer Facilities	Provide written request to Customer IS Manager for ProxCard Access to Customer Facilities including: <ul style="list-style-type: none"> • Employee Name • Locations to which access is required. • Purpose for which access is required. • Hours of access required. Provide written notification to Customer IS Manager when access is no longer required and can be revoked.	Provide written authorization to Facilities Operations to give approved ISD Staff ProxCard Access to specified Customer Facilities for specified hours of operations. Provide written revocation of access authorization to Facilities Operations when access is no longer required. Maintain documentation for all approved and revoked ProxCard access for ISD personnel.
J.1.4 Compliance with countywide Computer Use and Security Policy Manual(9-2 and IT Professional Policy Manual (9-4)	ISD will work with the Customer to ensure compliance of both policies. This includes ratification of information security standards, procedures and guidelines	Customer will work with ISD on compliance with both policies and map to their regulatory frameworks if applicable

J.1.5 Right to Audit	ISD in conjunction with other Local service providers may participate in future technology assessments and audits	Customer to work with ISD on future technology assessments and audits
J.1.6. Network Scanning/Vulnerability Management	ISD will perform network scanning/vulnerability management testing on systems which Customer identifies as hosting sensitive or confidential data.	Customer to identify systems that hosts sensitive or confidential data which need network scanning/vulnerability management testing.
J.1.7. Data Ownership	<p>ISD is custodian of data; District is recognized as sole owner. District data shall not be distributed by County.</p> <p>ISD employees must not provision access to NSCAPCD data except as requested by Customers following standard ISD request fulfillment procedures.</p>	<p>District is under the oversight of California Air Resource Board and United States Environmental Protection Agency and may be subject to audit and/or information request with limited notice. District must have full access and control of its stored data 24/7.</p> <p>The Northern Sonoma County Air Pollution Control District (NSCAPCD) is the data owner for the systems. NSCAPCD is responsible to determine appropriate access and use of the information that it creates or otherwise obtains from 3rd party sources.</p>
J.1.8. Data Custodians	ISD employees as the data custodians are responsible to maintain the confidentiality of information. ISD employees shall only access information that is relevant and necessary to perform assigned duties.	Information shall only be accessible to those who have authorized access as determined by NSCAPCD

*"Information Security Incident" is defined as any adverse event that compromises the security of County of Sonoma information assets or otherwise violates ISD, Departmental or County-wide Information Security Policy.

Information Security Incidents may involve:

- Attempts (either failed or successful) to gain unauthorized access to County information assets
- Unwanted disruption of denial of service (DOS)
- Unauthorized use of a system
- Change to a County Information Asset's hardware, firmware or software without ISD's written consent
- Virus, worm or other malicious code attacks
- Loss or theft of any County information asset, whether or not the device is owned by the County.

****Electronic Protected Health Information (ePHI) is defined as:**

- Individually identifiable health information that is:
 - Transmitted by electronic media
 - Maintained in electronic media
- Individually identifiable health information is information, including demographic information collected from an individual, and:
 - Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
 - Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - Identifies the individual; or
 - With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

SCHEDULE K – NOTICE DISTRIBUTION

Schedule K provides contact information for the serving of formal notices in writing/e-mail to either ISD or the CUSTOMER under the terms of this Agreement.

ISD

Title/Role	Name	Phone	Email address
ISD Business Representative	Dan Fruchey	565-2703	Dan.Fruchey@sonoma-county.org
Address	2615 Paulin Drive, Santa Rosa, CA 95403		

The CUSTOMER

Title/Role	Name	Phone	Email address
Air Pollution Control Officer	Rob Bamford	565-7127	Robert.Bamford@sonoma-county.org
Address	150 Matheson St, Healdsburg CA 95448		

Attachment A: Exhibit 4

SERVICES TO BE PROVIDED BY THE SONOMA COUNTY GENERAL SERVICES DEPARTMENT.

The Client General Services Department, including Fleet and Purchasing Divisions, mutually agree to perform services as requested. Funds for payment for services must be included in the District's budget. The District APCO will seek authorization from the District Board for approval of services as appropriate.

1. Fleet Operations Division

- a. Provide WEX fuel program administration
- b. Vehicle registration management
- c. Other services as requested and mutually agreed upon

Costs for services shall be billed monthly through Fleet's established fiscal year billable rates. For other non-routine services as determined by both parties, work will be authorized and performed only upon generating a written scope of services that is signed by the authorized representative of the Sonoma County Air Pollution Control District and the County Department Director or Purchasing Agent, or their delegates. The scope of services shall clearly identify the work to be performed, along with agreed upon costs.

2. Purchasing Division

- a. RFP Portal for submitting solicitations
- b. Other services as requested and mutually agreed upon

Costs for utilizing the RFP portal for solicitations shall be borne by County. For other non-routine services, work will be authorized and performed only upon generating a written scope of services that is signed by the authorized representative of the Sonoma County Air Pollution Control District and the County Department Director or Purchasing Agent, or their delegates. The scope of services shall clearly identify the work to be performed, along with agreed upon costs.

ATTACHMENT B

DISTRICT FY 2016/2017 Planned Budget

District Budget Account Overview

Fund ID	Title	Description
13025-		
34160100	Operations	Operational fund of which the majority of District operations are implemented, including: FTE, county support services, facilities and materials. Funded by permit fees; subvention, taxes & interest; and transfers.
34160200	Vehicle Pollution Mitigation Program (VPMP)	Projects that mitigate on-road vehicle pollution: e.g. Electric Vehicle and EV Charger incentives, public transit incentives, infrastructure that promotes alternative transportation. May also be used for District air monitoring program. Funded by AB 2766; 1991 amendment to CA H&SC allowing for District to collect surcharge on motor vehicle registrations.
34160300	DMV (Local) Moyer	Single purpose fund, provides grants for reductions in emissions from heavy-duty diesel engines and match or supplement to State Moyer projects. May be used to replace school buses. Funded by AB 923, from 2004, authorized collection of fees in the form of a DMV registration surcharge aimed at reducing emissions for school buses and other vehicles and equipment.
34160400	Carl (State) Moyer	Single purpose fund, provides grants for diesel emission reductions for heavy diesel engines: tractors, marine vessels, construction equipment, some on road vehicles, some types of ag pumps, and other types of projects as allowed. Funded by ARB-run program founded in 1999 and revised throughout the years utilizing motor vehicle and tire surcharges from DMV.
34160500	Geysers Area Monitoring Program (GAMP)	Single purpose fund, belongs to the GAMP consortium. Under an MOU, the District is the contract and funds manager. Monitors H2S downwind of geysers in Lake County. Funded solely by members of the Geysers Industrial Complex; no District or County funds. GAMP consortium sets the budget annually.
34160600	Community Program Fund	Projects that study or mitigate air pollution in the District's community. Currently used for wood stove program. BOD established fund in 1996 after receiving a large air violation penalty. Fund is replenished by penalties assessed for violations. Replenish rate is variable and unpredictable because it relies solely on violation penalties.

**Northern Sonoma County Air Pollution Control District
FY 2016-17 Final Budget**

**NSCAPCD - Operations
13025 - 34160100**

Revenues:	1,288,319
Expenditures	1,535,477
Net Cost:	247,158
Fund Balance:	1,118,570

**NSCAPCD - VPMP
13030-34160200**

Revenues:	267,505
Expenditures	645,708
Net Cost:	378,203
Fund Balance:	989,004

**NSCAPCD - Local (DMV Moyer)
13035-34160300**

Revenues:	129,703
Expenditures	206,284
Net Cost:	76,581
Fund Balance:	584,664

**NSCAPCD - Carl Moyer
13040-34160400**

Revenues:	230,441
Expenditures	275,614
Net Cost:	45,173
Fund Balance:	240,816

**NSCAPCD - GAMP
13045-34160500**

Revenues:	243,585
Expenditures	248,548
Net Cost:	4,963
Fund Balance:	132,855

**NSCAPCD - Community Programs
13050-34160600**

Revenues:	13,954
Expenditures	109,900
Net Cost:	95,946
Fund Balance:	26,416

ATTACHMENT C – DISTRICT Signature Authorization Form

Auditor-Controller
Treasurer-Tax Collector
County of Sonoma

DAVID E. SUNDSTROM, CPA
AUDITOR-CONTROLLER
TREASURER -TAX COLLECTOR

585 FISCAL DRIVE
SUITE 100
SANTA ROSA, CALIFORNIA
95403-2819
(707) 565-2631
FAX (707) 565-3489

DONNA DUNK, CPA
ASSISTANT
AUDITOR-CONTROLLER

JONATHAN KADLEC
ASSISTANT
TREASURER-TAX COLLECTOR

TO:
FROM: Claims Section Accounting Division
DATE:
SUBJECT: Signature Authorization Form - Requirement for Claims Verifications

It is necessary that this office have the following information from your organization. Original signatures are needed for claim verifications. You may contact me at (707) 565-3282 with any questions. Your prompt attention is greatly appreciated.

District Signature Authorization

OFFICIAL NAME OF ORGANIZATION: Northern Sonoma County Air Pollution Control District
MAILING ADDRESS: 150 Matheson St. Healdsburg CA 95448
Street

CONTACT TELEPHONE: FIRST CHOICE: Rob Bamford, EO 707-565-7127
Name Telephone No.
SECOND CHOICE: Wendy Birky, SAA 707-433-5911
Name Telephone No.

Board Members

1. Supervisor James Gore 1-1-2019
Position Printed Name Signature Term Expires
575 Administration Dr. Santa Rosa 707-565-2241
Address City, State, Zip Code Telephone No.
2. Supervisor Lynda Hopkins 1-1-2019
Position Printed Name Signature Term Expires
575 Administration Dr. Santa Rosa CA 95403 707 483 0441
Address City, State, Zip Code Telephone No.
3. Councilmember Melanie Bagby 1-1-2019
Position Printed Name Signature Term Expires
124 N. Chadale Blvd, Cloverdale CA 95425 707-894-2521
Address City, State, Zip Code Telephone No.
4. Brigitte Mansell BRIGETTE A. MANSELL 1-1-2019
Position Printed Name Signature Term Expires
801 Pardon Lane, Healdsburg, CA 95448 707-431-3331
Address City, State, Zip Code Telephone No.
5. Councilmember SAM SALMON 1-1-19
Position Printed Name Signature Term Expires
956 Millson Place 707 542-2310
Address City, State, Zip Code Telephone No.

ATTACHMENT D- DISTRICT Asset List



Asset Listing

Parameters

Category	Grouping Department	Fund	Custodian Dept	Asset Tag #	Asset ID	Description	Acquisition Date	In Service Date	Acquisition Cost
LAND	34160100	13025	34160100	LAND00480	00000000274	NORTHERN AIR POLLUTION LAKE	6/30/2014	6/30/2014	46,205.99
									46,205.99
									46,205.99
									46,205.99
M&E	34160100	13025	34160100	C596	00000000354	2015 Chevrolet Volt	4/14/2015	4/14/2015	36,221.41
M&E	34160100	13025	34160100	0L168	0L168	Monitoring Shelter, O3 Station	8/1/1989	8/1/1989	10,653.50
M&E	34160100	13025	34160100	90585	90585	O3 Analyzer, Teledyne API 400E	1/15/2010	1/15/2010	10,392.46
M&E	34160100	13025	34160100	90586	90586	DATA LOGGER AGILAIRE #8832	4/2/2010	4/2/2010	24,453.73
M&E	34160100	13025	34160100	90626	90626	PM100 Monitor, MetOne BAM 1020	9/17/2010	9/17/2010	27,712.43
M&E	34160100	13025	34160100	90627	90627	PM100 Monitor, MetOne BAM 1020	9/17/2010	9/17/2010	27,712.43
M&E	34160100	13025	34160100	90628	90628	PM100 Monitor, MetOne BAM 1020	9/17/2010	9/17/2010	27,712.43
M&E	34160100	13025	34160100	91196	91196	Teledyne Zero Air Generator	6/26/2013	6/26/2013	8,743.44
M&E	34160100	13025	34160100	E375	E375	2012 Chevy Hybrid Crew Truck	5/17/2012	5/17/2012	38,525.17
									212,127.00
									212,127.00
M&E	34160200	13030	34160200	88706	88706	LIMERICK LN MONITOR SHELTER	11/1/1995	11/1/1995	13,835.67
M&E	34160200	13030	34160200	89353	89353	Gas Calibrator Environics 9100	8/1/1996	8/1/1996	16,123.39
M&E	34160200	13030	34160200	90576	90576	EV Charging Station	8/20/2009	8/20/2009	5,734.44
M&E	34160200	13030	34160200	90584	90584	PM-10 Monitor, MetOne E-Bam	9/18/2009	9/18/2009	12,637.10
M&E	34160200	13030	34160200	90645	90645	Data Logger 8832	10/19/2011	10/19/2011	8,277.49
M&E	34160200	13030	34160200	91168	91168	Monitor PM10, MetOne BAM 1020	1/23/2012	1/23/2012	15,014.47
M&E	34160200	13030	34160100	91177	91177	Data Logger, Agilaire/ESC 8832	11/15/2012	11/15/2012	7,490.80
M&E	34160200	13030	34160100	91179	91179	Teledyne Zero Air Generator	10/9/2012	10/9/2012	7,968.51
									87,081.87
									87,081.87
									299,208.87
									345,414.86



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 14

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

To: Board of Supervisors, County of Sonoma

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Christopher Helgren / 565-1152

Supervisorial District(s):

All Districts

Title: SoCoAlert Memorandums of Understanding with City of Cloverdale; City of Cotati; City of Santa Rosa; City of Sebastopol; and City of Rohnert Park

Recommended Actions:

Authorize the Director of Fire and Emergency Services to execute the Memorandums of Understanding between the County of Sonoma and: the City of Cloverdale; City of Cotati; City of Santa Rosa; City of Sebastopol; and City of Rohnert Park, to allow the cities to use the SoCoAlert system for emergency notification purposes.

Executive Summary:

Since March 2016, Fire and Emergency Services manages and administers a Professional Services Agreement with Emergency Communications Network LLC software (CodeRED); SoCoAlert, a high-speed Web-based emergency and mass notification system, is available for all local areas within the Sonoma County Operational Area. The City of Cloverdale; City of Cotati; City of Santa Rosa; City of Sebastopol; and City of Rohnert Park, have requested access to SoCoAlert so they may initiate and send their own emergency notifications and warnings. Access is available and has been offered to all cities and towns in Sonoma County.

Discussion:

Sonoma County Fire and Emergency Services (FES) and each of the agreeing parties, City of Cloverdale; City of Cotati; City of Santa Rosa; City of Sebastopol; and City of Rohnert Park (Cities), are entering into a Memorandum of Understanding (MOU), to share access to SoCoAlert. The partnering jurisdictions, which are members of the Sonoma County Operational Area Joint Powers Agreement, have been offered SoCoAlert.

Up to this point, access to the system has been restricted to County personnel, with a few limited specific exceptions. The new capabilities and architecture of SoCoAlert allows FES to permit other agencies to utilize this powerful alert and warning system. In order to reach an affected population quicker and more efficiently, FES has asked the Cities to directly send emergency notices.

The SoCoAlert software increases public safety agencies' ability to deliver emergency notification messages at an average rate of 1,000 calls per minute through advanced geo-targeting technology to provide geographically specific, relevant, and actionable information to communities throughout Sonoma County.

MOU Purpose

The purpose of these MOUs is to establish mutually agreeable terms and conditions for the Cities' use of SoCoAlert (CodeRED), the countywide emergency notification system. All agencies recognize the importance of obtaining and disseminating accurate emergency information to the affected residents in the Sonoma County Operational Area. The MOUs address the specific roles, responsibilities and authorities of the County and the partnering Cities while using SoCoAlert. The MOUs allow the use of SoCoAlert to City Emergency Managers, Public Safety Answering Points, and other authorized personnel to provide emergency notifications and warnings to residents located within the City's boundaries. The template for each MOU was reviewed and approved by County Counsel prior to distribution the Cities.

County Responsibilities

FES is responsible for managing the contract, maintaining, and activating the countywide emergency notification and warning system, SoCoAlert. Responsibilities include:

1. Allocating the contracted system minutes to each City using a population based formula;
2. Monitoring use of system minutes by City;
3. Allowing the Cities to use the system to make immediate intra-agency and departmental personnel callouts, emails and texts as the Cities determines appropriate;
4. Facilitating and supporting training programs for City's appointed personnel;
5. Providing backup staffing for callouts and notifications to the City; and
6. Providing the Cities' with public outreach materials to educate the public and gain opt-in contacts.

Partnering City Responsibilities

The partnering Cities acknowledge that SoCoAlert is strictly limited to notifications to the public related to emergencies and/or disasters which require the public to take action to save lives and/or protect property. Responsibilities include:

1. Establishing a Point Of Contact for SoCoAlert in Emergency Management and Public Safety Answering Point;
2. Participating in training;
3. Maintaining the authorized list of users within the City's SoCoAlert Group; and
4. Assuming the financial obligation for each minute over their allocation that is not covered by unused system minutes to be billed by the County when necessary.

Duration

These MOUs are at-will and may be modified by mutual consent. These MOU's shall become effective upon signature by authorized officials and will remain in effect until modified by mutual consent or terminated by any one of the parties.

This item requests the Board authorize the Director of the Fire and Emergency Services to execute a SoCoAlert MOU with the City of Cloverdale; City of Cotati; City of Santa Rosa; City of Sebastopol; and City of Rohnert Park. The respective City Managers and City Attorneys have approved and executed the agreements presented to your Board.

Prior Board Actions:

03/01/2016: Approved Professional Services Agreement with Emergency Communications Network LL (CodeRED) for emergency notification services for public alerts.

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

The ability to efficiently and effectively communicate vital, life-saving information to the affected community during an emergency.

Fiscal Summary

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

Narrative Explanation of Fiscal Impacts:

County funding for the notification system remains unchanged by these MOUs as the partnering jurisdictions are currently paying members of the Sonoma County Operational Area Joint Powers Agreement; The annual cost of \$2,000 to the Cities includes services rendered to serve the Cities in disaster and non-disaster times, including but not limited to Public Information and SoCoAlert.

To date Sonoma County Operational Area has used a total of 28,764 minutes of the 100,000 allocated minutes outlined in the agreement for FY 16 -17.

In the event that a City exceeds the allocation of minutes at the end of the contract year, the County will reallocated unused system minutes to cover the deficit. If there are not enough contracted system minutes to cover the overage, the City will be liable for \$.09 of each minute over their allocation that is not covered by unused system minutes. The County will bill the City for this amount.

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:

(A1) City of Cloverdale MOU; (A2) City of Cotati MOU; (A3) City of Rohnert Park MOU; City of Santa Rosa MOU; (A4) City of Sebastopol MOU

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

None.

MEMORANDUM OF UNDERSTANDING
Between
Cloverdale
and
County of Sonoma for Use of SoCoAlert

Introduction

The Sonoma County Fire & Emergency Services Department has overall disaster planning responsibility for the Sonoma County Operational Area and is the lead agency for emergency management and coordination. This Memorandum of Understanding (MOU) is made and entered into by and between the County of Sonoma and the City of Cloverdale (City).

Purpose

The purpose of this MOU is to establish mutually agreeable terms and conditions for the City's use of SoCoAlert (aka CodeRED), the countywide emergency notification system. Both agencies recognize the importance of obtaining and disseminating accurate emergency information to the affected residents in the Sonoma County Operational Area. This MOU will call out the specific roles, responsibilities and authorities of the County and the City while using SoCoAlert. This MOU will allow the use of SoCoAlert to City Emergency Managers, Public Safety Answering Points (PSAP) and other authorized personnel to provide emergency notifications and warnings to residents located within the City's boundaries, in addition to intra-agency personnel callouts.

County of Sonoma (County) Responsibilities

The Fire & Emergency Services Department is responsible for maintaining and activating the countywide emergency notification and warning system, SoCoAlert. The County recognizes that the City may utilize other notification systems to warn residents. The County believes that SoCoAlert is just one of many systems that might be used in coordination during an emergency to notify residents.

1. County will be responsible for executing and maintaining its contract with Emergency Communications Network, LLC (ECN), the owner of the CodeRED system, and will serve as the overall system administrator.
 - a. As system administrator, all requests for new users must be made through the County. Once the County receives a new user request from an authorized City Point of Contact (POC), the County will validate it for appropriate need and configuration and forward it to ECN for creation. ECN requires system administrator approval prior to adding or removing any new users to the system. County does not have the ability to create new or remove existing users in the system without ECN intervention.
2. County will allocate a portion of the contracted system minutes to each City using a population based formula.
 - a. Each city or agency utilizing SoCoAlert will have a separate organization within the system for minute allocation, statistical information and data privacy.
 - b. County will monitor use of system minutes by City and every other established SoCoAlert user organization.

- c. System minutes will be refreshed each contract year based on the contracted total amount. Current contract year runs from March 1 to February 28.
 - d. If City exceeds the allocation of minutes at the end of the contract year, if available and at the County's discretion, the County will reallocate unused system minutes from another user group to cover the deficit. If there are not enough contracted system minutes to cover the overage, the City will be liable for \$.09 for each minute over their allocation that is not covered by unused system minutes. When necessary, County will bill the City for this amount.
 - i. One (1) minute is equal to one voice minute or one (1) text message.
3. County will allow City to use the system to make immediate intra-agency and departmental personnel callouts, emails and texts as the City determines appropriate. There will be no restriction on this usage, other than the charge of minutes from their total allocation.
 4. County will facilitate and support train-the-trainer programs through SoCoAlert/CodeRED for City's appointed personnel. Through the County's contract with ECN, online training will be continuously available to all users. As needed, the County will host user forums or distribute information based on training needs and best practices.
 5. Sonoma County Fire and Emergency Services Department, Emergency Management Division will provide backup staffing for callouts and notifications if the City has technical issues accessing or generating call outs through SoCoAlert.
 6. County will initiate, acquire, and oversee updates to the data from the Master Street Address Guide (MSAG) for the Public Switched Telephone Network (PSTN) on an annual basis for the entire Sonoma County Operational Area.
 7. County will maintain the SoCo Alert website domain (SoCoAlert.com) and access to Vendor maintained database of registered residents.
 8. County will ensure adherence to MSAG and Integrated Public Alert and Warning System (IPAWS) standards that only disaster/emergency related notifications are sent to the public. If the City utilizes SoCoAlert for any other purpose other than set forth herein, three levels of response will be forthcoming:
 - a. First violation: Notice of failure to adhere to the Memorandum of Understanding is sent to the City and offending department.
 - b. Second violation: Privilege revoked for individual offending user(s) for one (1) year and individual offending user(s) will be required to complete user training before being reinstated.
 - c. Third violation: The offending department loses permission to use SoCoAlert for one (1) year and requires remedial training for system administrators and users prior to reinstatement.
 9. Sonoma County will provide the City with public outreach materials to educate the public and gain opt-in contacts. These marketing materials will promote SoCoAlert as the emergency notification system.

Partnering City Responsibilities

1. The City acknowledges that SoCoAlert is strictly limited to notifications to the public related to emergencies and/or disasters which require the public to take action to save lives and/or protect property;
2. The City shall establish a Point Of Contact (POC) for SoCoAlert in Emergency Management and Public Safety Answering Point (PSAP), if applicable.
 - a. The POC is responsible for ensuring training has been accomplished by all authorized City users prior to providing them access to the system

- b. The POC is responsible for maintaining the authorized list of users within the City's SoCoAlert Group.
- c. The POC is responsible to notify the County to request new users, their need and level of configuration. Only the POC can perform this task.
- 3. The City may use SoCoAlert to send intra-agency and departmental personnel callouts, emails and texts. The City shall retain ownership of its own employee contact-related information and be responsible for maintaining and updating its employee data.
- 4. Sonoma County Operational Area will be sharing a pool of 100,000 minutes divided among the cities based on population.
 - a. The County will be allocating the City 1,800 minutes per year to send emergency notifications within their immediate geographical vicinity and to make intra-city personnel callouts, emails and texts. The term will begin March 1 and end February 28, each annum.
 - b. If City exceeds the allocation of minutes at the end of the contract year, if available and at their discretion, the County will reallocate unused system minutes to cover the deficit. If there are not enough contracted system minutes to cover the overage, the City will be liable for \$.09 for each minute over their allocation that is not covered by unused system minutes. When necessary, County will bill the City for this amount.
- 5. Users at all levels are required to participate in training, whether it be online training, County sponsored training or onsite training through SoCoAlert/CodeRED.

Duration

This MOU is at-will and may be modified by mutual consent of authorities. This MOU shall become effective upon signature by authorized officials and will remain in effect until modified or terminated by any one of the parties by mutual consent.

We, the undersigned have read and agree with this Memorandum of Understanding.



 Signature for City
 Title: Chief of Police

11/6/16

 Date

 Signature for County
 Title:

 Date

MEMORANDUM OF UNDERSTANDING
Between
Cotati
and
County of Sonoma for Use of SoCoAlert

Introduction

The Sonoma County Fire & Emergency Services Department has overall disaster planning responsibility for the Sonoma County Operational Area and is the lead agency for emergency management and coordination. This Memorandum of Understanding (MOU) is made and entered into by and between the County of Sonoma and the City of Cotati (City).

Purpose

The purpose of this MOU is to establish mutually agreeable terms and conditions for the City's use of SoCoAlert (aka CodeRED), the countywide emergency notification system. Both agencies recognize the importance of obtaining and disseminating accurate emergency information to the affected residents in the Sonoma County Operational Area. This MOU will call out the specific roles, responsibilities and authorities of the County and the City while using SoCoAlert. This MOU will allow the use of SoCoAlert to City Emergency Managers, Public Safety Answering Points (PSAP) and other authorized personnel to provide emergency notifications and warnings to residents located within the City's boundaries, in addition to intra-agency personnel callouts.

County of Sonoma (County) Responsibilities

The Fire & Emergency Services Department is responsible for maintaining and activating the countywide emergency notification and warning system, SoCoAlert. The County recognizes that the City may utilize other notification systems to warn residents. The County believes that SoCoAlert is just one of many systems that might be used in coordination during an emergency to notify residents.

1. County will be responsible for executing and maintaining its contract with Emergency Communications Network, LLC (ECN), the owner of the CodeRED system, and will serve as the overall system administrator.
 - a. As system administrator, all requests for new users must be made through the County. Once the County receives a new user request from an authorized City Point of Contact (POC), the County will validate it for appropriate need and configuration and forward it to ECN for creation. ECN requires system administrator approval prior to adding or removing any new users to the system. County does not have the ability to create new or remove existing users in the system without ECN intervention.
2. County will allocate a portion of the contracted system minutes to each City using a population based formula.
 - a. Each city or agency utilizing SoCoAlert will have a separate organization within the system for minute allocation, statistical information and data privacy.
 - b. County will monitor use of system minutes by City and every other established SoCoAlert user organization.

- c. System minutes will be refreshed each contract year based on the contracted total amount. Current contract year runs from March 1 to February 28.
 - d. If City exceeds the allocation of minutes at the end of the contract year, if available and at the County's discretion, the County will reallocate unused system minutes from another user group to cover the deficit. If there are not enough contracted system minutes to cover the overage, the City will be liable for \$.09 for each minute over their allocation that is not covered by unused system minutes. When necessary, County will bill the City for this amount.
 - i. One (1) minute is equal to one voice minute or one (1) text message.
3. County will allow City to use the system to make immediate intra-agency and departmental personnel callouts, emails and texts as the City determines appropriate. There will be no restriction on this usage, other than the charge of minutes from their total allocation.
 4. County will facilitate and support train-the-trainer programs through SoCoAlert/CodeRED for City's appointed personnel. Through the County's contract with ECN, online training will be continuously available to all users. As needed, the County will host user forums or distribute information based on training needs and best practices.
 5. Sonoma County Fire and Emergency Services Department, Emergency Management Division will provide backup staffing for callouts and notifications if the City has technical issues accessing or generating call outs through SoCoAlert.
 6. County will initiate, acquire, and oversee updates to the data from the Master Street Address Guide (MSAG) for the Public Switched Telephone Network (PSTN) on an annual basis for the entire Sonoma County Operational Area.
 7. County will maintain the SoCo Alert website domain (SoCoAlert.com) and access to Vendor maintained database of registered residents.
 8. County will ensure adherence to MSAG and Integrated Public Alert and Warning System (IPAWS) standards that only disaster/emergency related notifications are sent to the public. If the City utilizes SoCoAlert for any other purpose other than set forth herein, three levels of response will be forthcoming:
 - a. First violation: Notice of failure to adhere to the Memorandum of Understanding is sent to the City and offending department.
 - b. Second violation: Privilege revoked for individual offending user(s) for one (1) year and individual offending user(s) will be required to complete user training before being reinstated.
 - c. Third violation: The offending department loses permission to use SoCoAlert for one (1) year and requires remedial training for system administrators and users prior to reinstatement.
 9. Sonoma County will provide the City with public outreach materials to educate the public and gain opt-in contacts. These marketing materials will promote SoCoAlert as the emergency notification system.

Partnering City Responsibilities


1. The City acknowledges that SoCoAlert is strictly limited to notifications to the public related to emergencies and/or disasters which require the public to take action to save lives and/or protect property;
2. The City shall establish a Point Of Contact (POC) for SoCoAlert in Emergency Management and Public Safety Answering Point (PSAP), if applicable.
 - a. The POC is responsible for ensuring training has been accomplished by all authorized City users prior to providing them access to the system

- b. The POC is responsible for maintaining the authorized list of users within the City's SoCoAlert Group.
- c. The POC is responsible to notify the County to request new users, their need and level of configuration. Only the POC can perform this task.
- 3. The City may use SoCoAlert to send intra-agency and departmental personnel callouts, emails and texts. The City shall retain ownership of its own employee contact-related information and be responsible for maintaining and updating its employee data.
- 4. Sonoma County Operational Area will be sharing a pool of 100,000 minutes divided among the cities based on population.
 - a. The County will be allocating the City 1,500 minutes per year to send emergency notifications within their immediate geographical vicinity and to make intra-city personnel callouts, emails and texts. The term will begin March 1 and end February 28, each annum.
 - b. If City exceeds the allocation of minutes at the end of the contract year, if available and at their discretion, the County will reallocate unused system minutes to cover the deficit. If there are not enough contracted system minutes to cover the overage, the City will be liable for \$.09 for each minute over their allocation that is not covered by unused system minutes. When necessary, County will bill the City for this amount.
- 5. Users at all levels are required to participate in training, whether it be online training, County sponsored training or onsite training through SoCoAlert/CodeRED.

Duration

This MOU is at-will and may be modified by mutual consent of authorities. This MOU shall become effective upon signature by authorized officials and will remain in effect until modified or terminated by any one of the parties by mutual consent.

We, the undersigned have read and agree with this Memorandum of Understanding.



 Signature for City
 Title: CHIEF OF POLICE

10-31-16

 Date

 Signature for County
 Title:

 Date

MEMORANDUM OF UNDERSTANDING
Between
Rohnert Park
and
County of Sonoma for Use of SoCoAlert

Introduction

The Sonoma County Fire & Emergency Services Department has overall disaster planning responsibility for the Sonoma County Operational Area and is the lead agency for emergency management and coordination. This Memorandum of Understanding (MOU) is made and entered into by and between the County of Sonoma and the City of Rohnert Park (City).

Purpose

The purpose of this MOU is to establish mutually agreeable terms and conditions for the City's use of SoCoAlert (aka CodeRED), the countywide emergency notification system. Both agencies recognize the importance of obtaining and disseminating accurate emergency information to the affected residents in the Sonoma County Operational Area. This MOU will call out the specific roles, responsibilities and authorities of the County and the City while using SoCoAlert. This MOU will allow the use of SoCoAlert to City Emergency Managers, Public Safety Answering Points (PSAP) and other authorized personnel to provide emergency notifications and warnings to residents located within the City's boundaries, in addition to intra-agency personnel callouts.

County of Sonoma (County) Responsibilities

The Fire & Emergency Services Department is responsible for maintaining and activating the countywide emergency notification and warning system, SoCoAlert. The County recognizes that the City may utilize other notification systems to warn residents. The County believes that SoCoAlert is just one of many systems that might be used in coordination during an emergency to notify residents.

1. County will be responsible for executing and maintaining its contract with Emergency Communications Network, LLC (ECN), the owner of the CodeRED system, and will serve as the overall system administrator.
 - a. As system administrator, all requests for new users must be made through the County. Once the County receives a new user request from an authorized City Point of Contact (POC), the County will validate it for appropriate need and configuration and forward it to ECN for creation. ECN requires system administrator approval prior to adding or removing any new users to the system. County does not have the ability to create new or remove existing users in the system without ECN intervention.
2. County will allocate a portion of the contracted system minutes to each City using a population based formula.
 - a. Each city or agency utilizing SoCoAlert will have a separate organization within the system for minute allocation, statistical information and data privacy.
 - b. County will monitor use of system minutes by City and every other established SoCoAlert user organization.

- c. System minutes will be refreshed each contract year based on the contracted total amount. Current contract year runs from March 1 to February 28.
 - d. If City exceeds the allocation of minutes at the end of the contract year, if available and at the County's discretion, the County will reallocate unused system minutes from another user group to cover the deficit. If there are not enough contracted system minutes to cover the overage, the City will be liable for \$.09 for each minute over their allocation that is not covered by unused system minutes. When necessary, County will bill the City for this amount.
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3. County will allow City to use the system to make immediate intra-agency and departmental personnel callouts, emails and texts as the City determines appropriate. There will be no restriction on this usage, other than the charge of minutes from their total allocation.
 4. County will facilitate and support train-the-trainer programs through SoCoAlert/CodeRED for City's appointed personnel. Through the County's contract with ECN, online training will be continuously available to all users. As needed, the County will host user forums or distribute information based on training needs and best practices.
 5. Sonoma County Fire and Emergency Services Department, Emergency Management Division will provide backup staffing for callouts and notifications if the City has technical issues accessing or generating call outs through SoCoAlert.
 6. County will initiate, acquire, and oversee updates to the data from the Master Street Address Guide (MSAG) for the Public Switched Telephone Network (PSTN) on an annual basis for the entire Sonoma County Operational Area.
 7. County will maintain the SoCo Alert website domain (SoCoAlert.com) and access to Vendor maintained database of registered residents.
 8. County will ensure adherence to MSAG and Integrated Public Alert and Warning System (IPAWS) standards that only disaster/emergency related notifications are sent to the public. If the City utilizes SoCoAlert for any other purpose other than set forth herein, three levels of response will be forthcoming:
 - a. First violation: Notice of failure to adhere to the Memorandum of Understanding is sent to the City and offending department.
 - b. Second violation: Privilege revoked for individual offending user(s) for one (1) year and individual offending user(s) will be required to complete user training before being reinstated.
 - c. Third violation: The offending department loses permission to use SoCoAlert for one (1) year and requires remedial training for system administrators and users prior to reinstatement.
 9. Sonoma County will provide the City with public outreach materials to educate the public and gain opt-in contacts. These marketing materials will promote SoCoAlert as the emergency notification system.

Partnering City Responsibilities

1. The City acknowledges that SoCoAlert is strictly limited to notifications to the public related to emergencies and/or disasters which require the public to take action to save lives and/or protect property;
2. The City shall establish a Point Of Contact (POC) for SoCoAlert in Emergency Management and Public Safety Answering Point (PSAP), if applicable.
 - a. The POC is responsible for ensuring training has been accomplished by all authorized City users prior to providing them access to the system

- b. The POC is responsible for maintaining the authorized list of users within the City's SoCoAlert Group.
- c. The POC is responsible to notify the County to request new users, their need and level of configuration. Only the POC can perform this task.
- 3. The City may use SoCoAlert to send intra-agency and departmental personnel callouts, emails and texts. The City shall retain ownership of its own employee contact-related information and be responsible for maintaining and updating its employee data.
- 4. Sonoma County Operational Area will be sharing a pool of 100,000 minutes divided among the cities based on population.
 - a. The County will be allocating the City 8,500 minutes per year to send emergency notifications within their immediate geographical vicinity and to make intra-city personnel callouts, emails and texts. The term will begin March 1 and end February 28, each annum.
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- 5. Users at all levels are required to participate in training, whether it be online training, County sponsored training or onsite training through SoCoAlert/CodeRED.

Duration

This MOU is at-will and may be modified by mutual consent of authorities. This MOU shall become effective upon signature by authorized officials and will remain in effect until modified or terminated by any one of the parties by mutual consent.

We, the undersigned have read and agree with this Memorandum of Understanding.



 Signature for City
 Title: *City Manager*

July 7, 2014

 Date

 Signature for County
 Title:

 Date

Attest

Caitlin Saldanha

 Deputy City Clerk, Caitlin Saldanha

MEMORANDUM OF UNDERSTANDING
Between
Santa Rosa
and
County of Sonoma for Use of SoCoAlert

Introduction

The Sonoma County Fire & Emergency Services Department has overall disaster planning responsibility for the Sonoma County Operational Area and is the lead agency for emergency management and coordination. This Memorandum of Understanding (MOU) is made and entered into by and between the County of Sonoma and the City of Santa Rosa (City).

Purpose

The purpose of this MOU is to establish mutually agreeable terms and conditions for the City's use of SoCoAlert (aka CodeRED), the countywide emergency notification system. Both agencies recognize the importance of obtaining and disseminating accurate emergency information to the affected residents in the Sonoma County Operational Area. This MOU will call out the specific roles, responsibilities and authorities of the County and the City while using SoCoAlert. This MOU will allow the use of SoCoAlert to City Emergency Managers, Public Safety Answering Points (PSAP) and other authorized personnel to provide emergency notifications and warnings to residents located within the City's boundaries, in addition to intra-agency personnel callouts.

County of Sonoma (County) Responsibilities

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 - a. First violation: Notice of failure to adhere to the MOU is sent to the City and offending department.
 - b. Second violation: Privilege revoked for individual offending user(s) for one (1) year and individual offending user(s) will be required to complete user training before being reinstated.
 - c. Third violation: The offending department loses permission to use SoCoAlert for one (1) year and requires remedial training for system administrators and users prior to reinstatement.
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Partnering City Responsibilities

1. The City acknowledges that SoCoAlert is strictly limited to notifications to the public related to emergencies and/or disasters which require the public to take action to save lives and/or protect property;
2. The City shall establish a Point Of Contact (POC) for SoCoAlert in Emergency Management and Public Safety Answering Point (PSAP), if applicable.
 - a. The POC is responsible for ensuring training has been accomplished by all authorized City users prior to providing them access to the system.

- b. The POC is responsible for maintaining the authorized list of users within the City's SoCoAlert Group.
- c. The POC is responsible to notify the County to request new users, their need and level of configuration. Only the POC can perform this task.
- 3. The City may use SoCoAlert to send intra-agency and departmental personnel callouts, emails and texts. The City shall retain ownership of its own employee contact-related information and be responsible for maintaining and updating its employee data.
- 4. Sonoma County Operational Area will be sharing a pool of 100,000 minutes divided among the cities based on population.
 - a. The County will be allocating the City 34,700 minutes per year to send emergency notifications within their immediate geographical vicinity and to make intra-city personnel callouts, emails and texts. The term will begin March 1 and end February 28, each annum.
 - b. If the City exceeds the allocation of minutes at the end of the contract year, if available and at their discretion, the County will reallocate unused system minutes to cover the deficit. If there are not enough contracted system minutes to cover the overage, the City will be liable for \$.09 for each minute over their allocation that is not covered by unused system minutes. When necessary, the County will bill the City for this amount.
- 5. Users at all levels are required to participate in training, whether it be online training, County sponsored training or onsite training through SoCoAlert/CodeRED.

Duration

This MOU is at-will and may be modified by mutual consent of authorities. This MOU shall become effective upon signature by authorized officials and will remain in effect until modified by mutual consent of the parties or terminated by any one of the parties upon notice to the other party.

We, the undersigned have read and agree with this Memorandum of Understanding.

County of Sonoma:
Approved as to Form

[Handwritten Signature]

Signature for County Counsel
Date: *9/26/16*

City of Santa Rosa:

By: *[Handwritten Signature]*

Date: *9-13-16*

Print Name: *John Sawyer*

Title: *Mayor*

Signature for County Fire Chief
Date:

APPROVED AS TO FORM:
[Handwritten Signature]

Office of the City Attorney

MEMORANDUM OF UNDERSTANDING
Between
Sebastopol
and
County of Sonoma for Use of SoCoAlert

Introduction

The Sonoma County Fire & Emergency Services Department has overall disaster planning responsibility for the Sonoma County Operational Area and is the lead agency for emergency management and coordination. This Memorandum of Understanding (MOU) is made and entered into by and between the County of Sonoma and the City of Sebastopol (City).

Purpose

The purpose of this MOU is to establish mutually agreeable terms and conditions for the City's use of SoCoAlert (aka CodeRED), the countywide emergency notification system. Both agencies recognize the importance of obtaining and disseminating accurate emergency information to the affected residents in the Sonoma County Operational Area. This MOU will call out the specific roles, responsibilities and authorities of the County and the City while using SoCoAlert. This MOU will allow the use of SoCoAlert to City Emergency Managers, Public Safety Answering Points (PSAP) and other authorized personnel to provide emergency notifications and warnings to residents located within the City's boundaries, in addition to intra-agency personnel callouts.

County of Sonoma (County) Responsibilities

The Fire & Emergency Services Department is responsible for maintaining and activating the countywide emergency notification and warning system, SoCoAlert. The County recognizes that the City may utilize other notification systems to warn residents. The County believes that SoCoAlert is just one of many systems that might be used in coordination during an emergency to notify residents.

1. County will be responsible for executing and maintaining its contract with Emergency Communications Network, LLC (ECN), the owner of the CodeRED system, and will serve as the overall system administrator.
 - a. As system administrator, all requests for new users must be made through the County. Once the County receives a new user request from an authorized City Point of Contact (POC), the County will validate it for appropriate need and configuration and forward it to ECN for creation. ECN requires system administrator approval prior to adding or removing any new users to the system. County does not have the ability to create new or remove existing users in the system without ECN intervention.
2. County will allocate a portion of the contracted system minutes to each City using a population based formula.
 - a. Each city or agency utilizing SoCoAlert will have a separate organization within the system for minute allocation, statistical information and data privacy.
 - b. County will monitor use of system minutes by City and every other established SoCoAlert user organization.

- c. System minutes will be refreshed each contract year based on the contracted total amount. Current contract year runs from March 1 to February 28.
- d. If City exceeds the allocation of minutes at the end of the contract year, if available and at the County's discretion, the County will reallocate unused system minutes from another user group to cover the deficit. If there are not enough contracted system minutes to cover the overage, the City will be liable for \$.09 for each minute over their allocation that is not covered by unused system minutes. When necessary, County will bill the City for this amount.
 - i. One (1) minute is equal to one voice minute or one (1) text message.
3. County will allow City to use the system to make immediate intra-agency and departmental personnel callouts, emails and texts as the City determines appropriate. There will be no restriction on this usage, other than the charge of minutes from their total allocation.
4. County will facilitate and support train-the-trainer programs through SoCoAlert/CodeRED for City's appointed personnel. Through the County's contract with ECN, online training will be continuously available to all users. As needed, the County will host user forums or distribute information based on training needs and best practices.
5. Sonoma County Fire and Emergency Services Department, Emergency Management Division will provide backup staffing for callouts and notifications if the City has technical issues accessing or generating call outs through SoCoAlert.
6. County will initiate, acquire, and oversee updates to the data from the Master Street Address Guide (MSAG) for the Public Switched Telephone Network (PSTN) on an annual basis for the entire Sonoma County Operational Area.
7. County will maintain the SoCo Alert website domain (SoCoAlert.com) and access to Vendor maintained database of registered residents.
8. County will ensure adherence to MSAG and Integrated Public Alert and Warning System (IPAWS) standards that only disaster/emergency related notifications are sent to the public. If the City utilizes SoCoAlert for any other purpose other than set forth herein, three levels of response will be forthcoming:
 - a. First violation: Notice of failure to adhere to the Memorandum of Understanding is sent to the City and offending department.
 - b. Second violation: Privilege revoked for individual offending user(s) for one (1) year and individual offending user(s) will be required to complete user training before being reinstated.
 - c. Third violation: The offending department loses permission to use SoCoAlert for one (1) year and requires remedial training for system administrators and users prior to reinstatement.
9. Sonoma County will provide the City with public outreach materials to educate the public and gain opt-in contacts. These marketing materials will promote SoCoAlert as the emergency notification system.

Partnering City Responsibilities


1. The City acknowledges that SoCoAlert is strictly limited to notifications to the public related to emergencies and/or disasters which require the public to take action to save lives and/or protect property;
2. The City shall establish a Point Of Contact (POC) for SoCoAlert in Emergency Management and Public Safety Answering Point (PSAP), if applicable.
 - a. The POC is responsible for ensuring training has been accomplished by all authorized City users prior to providing them access to the system

- b. The POC is responsible for maintaining the authorized list of users within the City's SoCoAlert Group.
- c. The POC is responsible to notify the County to request new users, their need and level of configuration. Only the POC can perform this task.
- 3. The City may use SoCoAlert to send intra-agency and departmental personnel callouts, emails and texts. The City shall retain ownership of its own employee contact-related information and be responsible for maintaining and updating its employee data.
- 4. Sonoma County Operational Area will be sharing a pool of 100,000 minutes divided among the cities based on population.
 - a. The County will be allocating the City 1,600 minutes per year to send emergency notifications within their immediate geographical vicinity and to make intra-city personnel callouts, emails and texts. The term will begin March 1 and end February 28, each annum.
 - b. If City exceeds the allocation of minutes at the end of the contract year, if available and at their discretion, the County will reallocate unused system minutes to cover the deficit. If there are not enough contracted system minutes to cover the overage, the City will be liable for \$.09 for each minute over their allocation that is not covered by unused system minutes. When necessary, County will bill the City for this amount.
- 5. Users at all levels are required to participate in training, whether it be online training, County sponsored training or onsite training through SoCoAlert/CodeRED.

Duration

This MOU is at-will and may be modified by mutual consent of authorities. This MOU shall become effective upon signature by authorized officials and will remain in effect until modified or terminated by any one of the parties by mutual consent.

We, the undersigned have read and agree with this Memorandum of Understanding.


JEFF WEAVER

 Signature for City
 Title: CHIEF OF POLICE

JULY 20th, 2016

 Date

 Signature for County
 Title:

 Date



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

Department or Agency Name(s): Fire and Emergency Services
Permit and Resource Management

Staff Name and Phone Number:

Cecily Condon 565-1958
Kelsey Scanlon 565-5711

Supervisorial District(s):

All

Title: 2016 Sonoma County Hazard Mitigation Plan Update

Recommended Actions:

1. Approve the resolution to Adopt the 2016 update of the Sonoma County Hazard Mitigation Plan.
2. Direct staff to: a) Initiate the process of incorporating the Plan into the General Plan Public Safety Element; and b) Implement the Plan.

Executive Summary:

The 2016 Sonoma County Hazard Mitigation Plan analyzes earthquake, landslide, flood, and wildland fire hazards and assesses the risks and vulnerabilities to people and property in Sonoma County. The Plan is an update of the existing Local Hazard Mitigation Plan and includes a proposed five-year implementation plan that identifies actions that the County could undertake to reduce risk to property and injury that may result from identified hazards. Updating the Sonoma County Hazard Mitigation Plan every five years maintains eligibility for pre and post disaster funding from Federal and State sources.

The 2016 Sonoma County Hazard Mitigation Plan differs from an Emergency Operations Plan in that Hazard Mitigation Plan provides proactive measures to support communities in knowing about and preparing for emergencies. The Mitigation Plan also highlights actions the County can take to prepare for emergencies. In contrast, the County's Emergency Operations Plan provides action steps for the County in response to specific emergencies once they occur.

The Board reviewed the proposed updates and changes to the plan in October, 2016. As required, the California Governor's Office of Emergency Services and Federal Emergency Management Agency have since completed their review and staff have included their comments. Based on California Governor's Office of Emergency Services and Federal Emergency Management Agency approval of the Hazard Mitigation Plan, Sonoma County Fire and Emergency Services received a grant from FEMA in the total

eligible cost amount of \$133,334, which was included in second quarter consolidated budget adjustments.

Discussion:

Status

The Governor's California Office of Emergency Services and Federal Emergency Management Agency have approved the 2016 Sonoma County Hazard Mitigation Plan pending adoption by the Board of Supervisors. The reviewing agencies had several positive comments about the 2016 Sonoma County Hazard Mitigation Plan and a few recommendations, which have been reviewed and addressed by Fire and Emergency Services and the Permit and Resource Management Department.

Background

The Disaster Mitigation Act of 2000 (Mitigation Act) amended the Federal Disaster Relief and Emergency Assistance Act by requiring that local governments reduce risks from natural hazards through mitigation planning and activities carried out in advance of natural disasters. The general purpose of the Mitigation Act was to reduce preventable, repetitive disaster losses by encouraging states and local jurisdictions to plan more wisely through mitigation of natural hazards, and performing vulnerability and risk assessment. The reason for its passage was the growing volume and severity of preventable, repetitive losses from natural disasters aggravated by the widespread problem of poorly planned local development. Sonoma County has experienced the highest number of repetitive loss properties from flooding in the State.

The Board of Supervisors directed Fire and Emergency Services Department and the Permit and Resource Management Department to prepare a Hazard Mitigation Plan for adoption. The County adopted its first Sonoma County Hazard Mitigation Plan in 2006. Since adoption of the Plan in 2006 the County has received over \$21 million in grants and assistance. The Board of Supervisors approved the last update of the Sonoma County Hazard Mitigation Plan on October 25, 2011. This will be the second update of the Sonoma County Hazard Mitigation Plan since the first iteration in 2006.

The Permit and Resource Management Department and Fire and Emergency Services Department presented the most current draft of the 2016 Sonoma County Hazard Mitigation Plan to the Board of Supervisors on October 18, 2016. The informational presentation provided an opportunity for the Board of Supervisors and public to comment before the 2016 Sonoma County Hazard Mitigation Plan was submitted to CalOES for review on October 24, 2016.

Authority

Pursuant to the Mitigation Act, a local agency must adopt a Hazard Mitigation Plan and update it every five years to remain eligible for various pre- and post-disaster grants and community assistance from the Federal Emergency Management Agency. A Hazard Mitigation Plan is a planning document that assesses a local jurisdiction's vulnerabilities to natural hazards and identifies mitigation strategies that the

jurisdiction can take before natural disasters occur to reduce property damage and injury that otherwise might result. It differs from an emergency response plan in that it is proactive rather than reactive. The Hazard Mitigation Plan must include mitigation strategies in a five-year implementation plan that the local agency will strive to carry out and must be updated every 5 years to maintain its eligibility for community assistance and grant funding. Mitigation actions identified in the 5-year implementation plan are given priority for funding and technical assistance by State and Federal government. Mitigation actions are to be carried out by various County departments.

Plan Summary

The latest draft of the 2016 Sonoma County Hazard Mitigation Plan is on file with the Clerk of the Board and is available here: <http://sonomacounty.ca.gov/PRMD/Planning/Comprehensive-Review/Initiatives/Hazard-Mitigation-Plan-Update/>

The Plan was prepared in accordance with Federal Emergency Management Agency's Hazard Mitigation Plan Guidelines and will maintain Sonoma County's eligibility for federal assistance for pre-disaster hazard mitigation and post disaster recovery assistance. The 2016 update of the Local Hazard Mitigation Plan continues to focus on earthquake, flood, wildland fire, and landslide hazards as these are considered to constitute the greatest risk to the County based on past disaster events, future probabilities, and degree of vulnerability. The Plan addresses corresponding secondary and tertiary hazards such as winter storms, coastal erosion and bluff failure, tsunamis, sea level rise, and post fire erosion. Additionally, the 2016 update discusses the implications that climate change may have on hazard occurrences in Sonoma County and includes an expanded discussion of sea level rise and drought.

Additional Changes

Since the Board reviewed the plan in October, 2016, the text and tables in the Community Profile, Seismic Hazards, and Mitigation Strategy chapters have been updated. The changes reflect more current and accurate data as provided by Risk Management and General Services regarding County owned facilities, their seismic update status, and the portfolio value. Information related to the Comprehensive County Facilities Plan (CCFP) and the Continuity of Operations Plan (COOP) was expanded upon to fully express the gravity and importance of protecting county infrastructure and essential services.

Public Outreach

Public and stakeholder outreach for the 2016 Sonoma County Hazard Mitigation Plan included over 30 stakeholder meetings open to the public, including a public workshop, a public presentation to the County's Planning Agency, an informational presentation to the Board of Supervisors, and an Operational Area Local Hazard Mitigation Plan Task Force. Draft maps and chapters were made available to the public for review.

The 2016 Sonoma County Hazard Mitigation Plan represents the County's commitment to pre-disaster mitigation, and prevention through improved communication, planning and community outreach. This

Plan helps fulfill the County’s regulatory obligations as established by law and serves as a guide for decision makers as they commit resources to reduce the impacts of such hazards.

In addition, Fire and Emergency Services provides routine outreach and support of neighborhood response teams to ensure communities are prepared in the event of an emergency.

Fiscal and Staffing Impacts

Senate Bill 379 requires local jurisdictions to adopt the 2016 Sonoma County Hazard Mitigation Plan into the Safety Element of the County’s General Plan to maintain maximum post disaster aid eligibility. PRMD will ensure inclusion as the General Plan update begins in 2018.

Sonoma County Fire and Emergency Services received a grant from FEMA in the total eligible cost amount of \$133,334 to update the Sonoma County Hazard Mitigation Plan under the Hazard Mitigation Grant Program DR- 4240. This funding was budgeted in the second quarter consolidated budget adjustment.

Requested actions:

1. Approve the resolution to Adopt the 2016 update of the Sonoma County Hazard Mitigation Plan.
2. Direct staff to: a) Initiate the process of incorporating the Plan into the General Plan Public Safety Element; and b) Implement the Plan.

Prior Board Actions:

September 19, 2006: the Board originally adopted the Sonoma County Hazard Mitigation Plan.
October 25, 2011: the Board adopted a resolution approving the Sonoma County Hazard Mitigation Plan 2011 Update.

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

The 2016 Sonoma County Hazard Mitigation Plan Update improves safety by reducing the risk of injury and damage to public and private development in the case of a hazard event.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$133,334		
Additional Appropriation Requested			
Total Expenditures	\$133,334		
Funding Sources			
General Fund/WA GF			
State/Federal: FEMA Grant	\$133,334		
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$133,334		
Narrative Explanation of Fiscal Impacts:			
<p>Sonoma County Fire and Emergency Services received a grant from FEMA for \$133,334 to update the Sonoma County Hazard Mitigation Plan under the Hazard Mitigation Grant Program DR- 4240, which was budgeted in the second quarter consolidated budget adjustment.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Draft Board of Supervisors Resolution			
Related Items “On File” with the Clerk of the Board:			
<p>Sonoma County Hazard Mitigation Plan 2016 Update CalOES and FEMA Completed Review of 2016 Sonoma County Hazard Mitigation Plan FEMA Approval Pending Adoption Letter CalOES Notification of Hazard Mitigation Grant Program Subapplication Approval</p>			

FEMA Application of Hazard Mitigation Grant Program Approval and Obligation Report



County of Sonoma
State of California

Date: April 25, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, to
Adopting the 2016 Sonoma County Hazard Mitigation Plan.**

Whereas, Sonoma County is subject to natural hazards including earthquakes, floods, landslides, wildland fires, and climate change; and

Whereas, The Board of Supervisors recognizes and is committed to reducing long-term risk to people and property in Sonoma County from the impacts of future hazards and disasters; and

Whereas, the County is committed to increasing the resiliency of the infrastructure, health, housing, economy, government services, education, environment, and land use systems in the County; and

Whereas, the County has updated the multi-hazard mitigation plan, hereby known as the 2016 Sonoma County Hazard Mitigation Plan, in accordance with the Disaster Mitigation Act of 2000; and

Whereas, in accordance with the provisions of law, the Board of Supervisors held a duly noticed public hearing to consider adoption of the 2016 Sonoma County Hazard Mitigation Plan on October 18, 2016 at which time all interested persons were given an opportunity to be heard; and

Whereas, the Board of Supervisors has considered the Sonoma County Hazard Mitigation Plan's consistency with the County General Plan and finds that adoption of the Sonoma County Hazard Mitigation Plan is consistent with the General Plan in that it does not conflict with, but rather furthers General Plan goals and objectives stated in the Public Safety Element; and

Whereas, the 2016 Sonoma County Hazard Mitigation Plan was reviewed by California Governor's Office of Emergency Services and deemed approvable pending adoption by the Federal Emergency Management Agency; and

Whereas, the Board of Supervisors has independently reviewed the 2016 Sonoma County Hazard Mitigation Plan and the accompanying staff report and considered the comments recommendations from the agencies, stakeholders and the general public; and

Whereas, The Board of Supervisors has determined that the 2016 Sonoma County Hazard Mitigation Plan is categorically exempt from the California Environmental Quality Act (CEQA), because the Plan is consistent with the Sonoma County General Plan 2020, involves only feasibility or planning studies, consists of basic data collection and research, and does not have the potential for causing a significant effect on the environment.

Whereas, adoption by the Board of Supervisors demonstrates the County's commitment to hazard mitigation and work to achieve the goals outlined in the 2016 Sonoma County Hazard Mitigation Plan; and

Now, Therefore, Be It Resolved that based on the foregoing findings and determinations and the record of these proceedings, the Board of Supervisors hereby adopts the 2016 Sonoma County Hazard Mitigation Plan as drafted subject to editorial corrections and the incorporation of the changes specified in Exhibit "A" to this resolution.

Be It Further Resolved that the Sonoma County Board of Supervisors further directs that:

- 1) Staff to initiate processing of a General Plan Amendment to incorporate the 2016 Sonoma County Hazard Mitigation Plan into the General Plan Public Safety Element and file necessary documentation with California Governor's Office of Emergency Services to confirm incorporation of the 2016 Sonoma County Hazard Mitigation Plan into the General Plan to maintain eligibility for State and Federal funding.
- 2) County agencies and departments identified in the 2016 Sonoma County Hazard Mitigation Plan to pursue implementation of the mitigation actions subject to the limitations of available funding and staff and to seek and pursue additional outside sources of funding where feasible.

Be It Further Resolved that in the event any section or portion of this resolution is determined invalid or unconstitutional, such section or portion shall be deemed severable and all other sections or portions hereof shall remain in full force and effect.

Be It Further Resolved that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of

Resolution #
Date: April 25, 2017
Page 3

the proceedings upon which the Board's decision herein is based. These documents may be found at the Office of the Clerk of the Board, 575 Administration Drive, Room 100A, Santa Rosa, California 95403.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

Department or Agency Name(s): Sheriff's Office

Staff Name and Phone Number:

Connie Newton, 565-8884

Supervisorial District(s):

Title: Second Amendment to Inmate Medical Services Agreement

Recommended Actions:

Authorize the Chair to execute the Second Amendment to the Agreement for the Provision of Inmate Healthcare Services with California Forensic Medical Group, Inc., to incorporate service provisions necessary to allow for the County to participate in the State Department of Healthcare Services Medi-Cal County Inmate Program, benefitting the community by potentially offsetting inmate inpatient costs with newly available Federal funds.

Executive Summary:

On February 7, 2017 the Board authorized the County Administrator to sign agreements with the State Department of Healthcare Services for the Medi-Cal County Inmate program. In order to implement this program in accordance with the guidelines set by the State Department of Healthcare Services, the Sheriff's Office needs to make modifications to its existing Agreement with California Forensic Medical Group, Inc., for the Provision of Inmate Healthcare Services.

Discussion:

The Medi-Cal County Inmate Program will allow Sonoma County to participate in the newly created program to utilize Federal funding for Medi-Cal to cover the Federal share of the inpatient medical care costs for inmates who are eligible for Medi-Cal from April 1, 2017 through June 30, 2018. Through this program the State will pay approved claims directly to the hospital providing the services, and the County will then be invoiced by the State for the non-federal share of these claims, up to \$375,000 for the 15 month period.

Inmate healthcare services, which include inmate hospitalizations, are managed by our contractor, California Forensic Medical Group, Inc. In order to participate in the Medi-Cal Inmate Program, the Sheriff's existing agreement with California Forensic Medical Group, Inc. needs to be modified to incorporate the provisions of the Medi-Cal Inmate Program. California Forensic Medical Group, Inc. is willing to collaborate with the County to help the County maximize reimbursements under this Program. The proposed Amendment outlines the steps needed to ensure California Forensic Medical Group, Inc. is

providing the coordination and facilitation necessary for the County to receive the Federal share of the inmate hospitalization costs.

Currently, the County is responsible for any costs in excess of \$20,000 per hospitalization. Pursuant to the proposed Amendment, California Forensic Medical Group, Inc., will no longer be responsible for inpatient hospitalization costs that are covered by Federal funds allocated for this Program. With the implementation of this new Program, the providing hospital will bill the services for eligible individuals directly to Medi-Cal, and Medi-Cal will pay the provider at the approved rate. On a quarterly basis, the State Department of Health Care Services will bill the County for the non-federal share of these claims (either 5% or 50%, depending on the eligibility of the individual). California Forensic Medical Group, Inc. will still be responsible for the first \$20,000 per hospitalization. This Amendment does not have any direct fiscal impacts, but will allow for participation in the Medi-Cal County Inmate Program, which is anticipated to potentially reduce County costs for inmate inpatient hospitalization, based on the Federal share of coverage and an inmate’s Medi-Cal eligibility. The value of these savings is variable and is not known at this time. How this might work under this new program is illustrated below:

	Current Program	With Medi-Cal funding
Total Bill	\$100,000	\$100,000
Medi-Cal Approved reimbursement	\$50,000	\$50,000
Federal Medi-Cal funding	\$0.00	\$25,000
CFMG responsibility*	\$20,000	\$20,000
County responsibility	\$30,000	\$5,000

The Sheriff is requesting the Board authorize the Chair to execute the 2nd Amendment to the Agreement for Inmate Healthcare Services, to facilitate participation in the Medi-Cal County Inmate Program.

Prior Board Actions:

February 7, 2017 – Board approved agreements with State Department of Healthcare Services for the Medi-Cal County Inmate Program.
 June 10, 2014 – Board approved Agreement for Provision of Inmate Healthcare Services with California Forensic Medical Group, Inc.

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

This program allows the County to utilize Federal funding for services the Sheriff is mandated to provide for inmates, thereby potentially reducing the County General Fund cost for these services.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
This Amendment does not have any direct fiscal impacts, but will allow for participation in the Medi-Cal County Inmate Program, which is anticipated to potentially reduce County costs for inmate inpatient hospitalization, based on the Federal share of coverage and an inmate's Medi-Cal eligibility. The value of these savings is variable and is not known 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):			
Attachments:			
2 nd Amendment to Inmate Medical Services Agreement and Agreement for the Provision of Inmate Healthcare Services.			
Related Items "On File" with the Clerk of the Board:			

**SECOND AMENDMENT TO AGREEMENT
FOR THE PROVISION OF INMATE HEALTH CARE SERVICES
County of Sonoma, California**

THIS SECOND AMENDMENT to the Agreement for the Provision of Inmate Health Care Services is made this ___ day of April 2017, by and between the COUNTY OF Sonoma, a political subdivision of the State of California, ("COUNTY") and CALIFORNIA FORENSIC MEDICAL GROUP, INC., whose business address is 300 Foam Street, Suite B, Monterey, California 93940, hereinafter referred to as "CONTRACTOR";

WHEREAS, COUNTY and CONTRACTOR entered into an Agreement for the Provision of Inmate Health Care Services effective as of August 1, 2014 (the "Agreement") to provide certain services to the COUNTY and on May 19, 2015 entered into a First Amendment to the Agreement; and

WHEREAS, COUNTY entered into agreements with State Department of Healthcare Services for the Medi-Cal County Inmate program, effective April 1, 2017; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to address compensation for services that are covered by the Medi-Cal County Inmate Program (MCIP).

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Exhibit A, shall be amended by the addition of the following paragraphs under Section 1. CC:
 4. COUNTY shall take reasonable steps, both upon incarceration, periodically thereafter, and (if necessary) at the time that off-site inpatient services are provided, to screen inmates for eligibility to enroll in MCIP and, with respect to inmates who are so eligible, shall assist the inmates with enrollment to the extent such assistance is legally permissible.
 5. CONTRACTOR and COUNTY will coordinate to facilitate MCIP eligibility of inmates and Medi-Cal payment for Medi-Cal covered services.
 6. CONTRACTOR agrees to use its reasonable best effort to facilitate MCIP eligibility for Medi-Cal covered services, and shall provide COUNTY and/or COUNTY-designated third-party billing contractor with all documentation that may be required for COUNTY'S participation in MICP.
 7. CONTRACTOR shall notify the COUNTY of any inmate who may have a hospital stay longer than 24 hours. COUNTY will begin the process of determining an inmate's eligibility for MCIP or any other third-party coverage and reimbursement. CONTRACTOR will provide all necessary information in the medical

file as may be needed to secure coverage and reimbursement.

8. COUNTY agrees to use its best reasonable effort to facilitate Medi-Cal payment for items and services that are covered by Medi-Cal, and shall provide to or obtain from CONTRACTOR and providers that furnish such services (or their designated agents) all documentation required for COUNTY to participate in MCIP.

9. Notwithstanding anything to the contrary contained herein, COUNTY expressly releases CONTRACTOR from any financial liability for health care items and services provided to an inmate where such items are covered by Medi-Cal and provided to an inmate who is determined eligible for and is enrolled in Medi-Cal as of the time such items or services are provided.

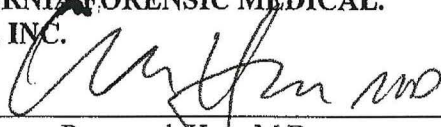
10. The parties agree to meet and confer in good faith about amending the contract to reflect savings on the contract due to the MCIP program.

11. All other terms and conditions of Agreement and any written Amendment thereto, not inconsistent with this Amendment, shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this Amendment to the Agreement the day and year hereinabove first written.

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

COUNTY OF SONOMA

By: 
Raymond, Herr, M.D.
President

By: _____
Chair, Board of Supervisors

Date: 3/30/17

Date: _____

ATTEST:

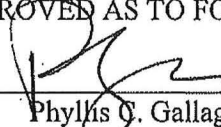
By: _____
Clerk of the Board

REVIEWED AS TO SUBSTANCE:

By: 
Steve Freitas
Sheriff-Coroner

Date: 4/3/17

APPROVED AS TO FORM:

By: 
Phyllis C. Gallagher
Deputy County Counsel

Date: 3/30/17

CERTIFICATES OF INSURANCE ON FILE:

By: _____



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Susan Klassen, 707-565-2231

Supervisorial District(s):

All

Title: AB 939 Local Task Force Bylaws Revision and Membership Update

Recommended Actions:

Adopt resolution confirming revised Sonoma County Local Task Force on Integrated Waste Management (AB 939 Local Task Force) Bylaws, confirming membership, and affirming new members for a term beginning April 25, 2017 and ending April 25, 2020.

Executive Summary:

The Integrated Waste Management Act of 1989 (AB 939) required the Board of Supervisors to appoint a local task force for development and updating of the County's Integrated Waste Management Plan. This plan includes a Source Reduction and Recycling Element, a Household Hazardous Waste Element, a Non-Disposal Facility Element, and a Siting Element, and to advise the Board on other solid waste resource management issues. The AB 939 Local Task Force is requesting the Board adopt a resolution confirming the revised AB 939 Local Task Force Bylaws, confirming membership, and affirming new and reappointed members for a new three-year term.

Discussion:

The AB 939 Local Task Force serves as an advisory committee to the Board of Supervisors and the Sonoma County Waste Management Agency (SCWMA) on solid waste issues as well as assists with the development of and revisions to the Sonoma County Countywide Integrated Waste Management Plan. The Local Task Force Bylaws allow the membership to change the bylaws by a vote of the membership which must be approved by the Board of Supervisors and confirmed by the SCWMA Board of Directors. The SCWMA approved the amended Bylaws at the March 15, 2017 Board meeting.

The intent of the Bylaws change is to streamline administration and membership positions. The changes include a combination of position changes and clarification of voting procedures, elections of officers, City membership, and membership review.

Local Task Force recommends the following changes to the Bylaws:

- Revise the name of the Task Force from “AB 939 Local Task Force” to “Sonoma County Local Task Force” to reflect that this is a Sonoma County organization
- Add a Clean Water Organization position
- Delete the Environmental Health Division primary and alternate positions, as they duplicate the Local Enforcement Agent position
- Delete the Integrated Waste Operations Division primary and alternate positions, as they duplicate the Department of Transportation and Public Works positions. Currently these positions are not filled.
- Rename the Franchise Hauler 1 and 2 positions to Solid Waste Industry 1 and 2 positions.

The term of the appointment to the Local Task Force is three years. Most of the existing member terms have expired, so the Local Task Force members have requested the Board reappoint existing members and appoint new interested members.

Proposed New Appointments

The following individuals are proposed new appointments to various positions as follows:

- Will Bakx of Sonoma Compost as the primary to the Agriculture Industry position
- Chris Brokate of Green Janitor Service and Clean River Alliance as the primary and Betsy Van Dyke of Clean River Alliance as the alternate to the proposed Clean Water Organization positions
- John Labarge as the primary and Mark Soiland of the Soiland Company as the alternate to the City of Cotati positions
- Jim Tyler of Sonoma County Department of Health Services as the alternate to the Local Enforcement Agent position
- Bob Besso, formerly of Recology, as the alternate to the Non-profit Recycling Organization position
- Gloria Hurtado of the City of Santa Rosa as the primary and Tasha Wright of the City of Santa Rosa as the alternate to the City of Santa Rosa positions
- Tara McRann as the alternate to the Science Representative position
- Johannes Hoevertsz of Sonoma County Department of Transportation and Public Works as the alternate to the Transportation and Public Works position
- Kristina Owens of the Town of Windsor as the primary and Leslie Lukacs of SCS Engineers as the alternate to the Town of Windsor positions
- Pam Davis of C&S Waste Solutions to the primary 5th District position (previous Agriculture Industry position)
- Arthur Deicke of Environmental Pollution Solutions to the primary to the Scientific representative position (previous alternate)
- Greg Carr, formerly of PRMD to primary for the 1st District position (previous alternate)
- Elizabeth Bortolotto from to the primary Education position (previously alternate for the Non-profit Recycling organization)
- Bob Cox as the primary for the City of Cloverdale

Proposed Reappointments

The following individuals are proposed reappointments to various positions as follows:

- Max Bridges as the Primary to the League of Women Voters position

- Rick Downey of C&S Waste Solutions and Ernie Carpenter as primary to the Solid Waste Industry representative positions
- Jennifer Lyle of Sonoma County Department of Health Services as the primary to the Local Enforcement Agent position
- Mike Anderson, current LTF Chair, as the primary to the Marketing Specialist position
- Portia Sinnott of LITE Initiatives as the primary to the Non-profit Recycling Organization
- Diane Ramirez of the City of Petaluma as the primary to the Petaluma position
- Mike Dittmore of Keysight Technologies as the primary to the Santa Rosa Chamber of Commerce position
- Ken Wells as the primary to the Sierra Club position
- Lisa Hardin of Global Materials and Industrial Carting as the primary to the Sonoma County Recycling Association position
- Trish Pisenti of Sonoma County Department of Transportation and Public Works as the primary to the Transportation and Public Works position

Prior Board Actions:

6/18/13: Resolution 13-0246 appointed Jennifer Sylvester, Ernie Carpenter, and Liz Bortolotto to the membership.

5/22/12: Resolution No. 12-0270 appointed Will Pier, Pamela Davis, and Mike Dittmore to the membership.

9/13/11: Resolution No. 11-0489 added new members and confirmed membership of Local Task Force (LTF).

8/3/10: Resolution No. 10-0579 revised bylaws, added new members, and confirmed membership of Local Task Force (LTF).

9/26/06: Resolution No. 06-823 confirmed membership of the LTF.

8/5/03: Resolution No. 03-0830 confirmed membership of the LTF and approved amended bylaws.

7/18/00: Resolution No. 00-0873 confirmed membership of the LTF.

12/17/96: Resolution No. 96-1648 adopted the proposed bylaws which established the LTF as an ongoing solid waste advisory committee to the Board of Supervisors.

7/10/90: Resolution No. 90-1282 appointed representatives from interest groups to the LTF to assist in coordinating the development of the Integrated Waste Management Plan for the County of Sonoma as mandated by AB 939.

3/13/90: Resolution No. 90-0437 established the LTF on Integrated Waste Management.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The AB 939 Local Task Force advises the Board on waste related issues. Increased participation may result in additional waste-saving measures which could better protect the environment and reduce impacts on the ratepayers.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
There are no fiscal impacts associated with this board action.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment 1: Resolution. Attachment 2: Proposed Local Task Force Bylaws Attachment 3: Proposed Local Task Force Membership List Attachment 4: Red Line Version of Local Task Force Bylaws			
Related Items “On File” with the Clerk of the Board:			
None			



County of Sonoma
State of California

Date: April 25, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Confirming Membership Of The Local Task Force And Approving Revised Bylaws.**

Whereas, on or before March 1, 1990, and every five years thereafter, each county, which is not a city and a county, shall convene a local task force to assist in coordinating the development of the Countywide Integrated Waste Management Plan, including the Source Reduction and Recycling Element, the Household Hazardous Waste Element, the Non-Disposal Facility Element, and the Siting Element, and to advise on other solid waste issues; and

Whereas, the Local Task Force did assist in the coordination and development of the 1996 Source Reduction and Recycling Element and the Countywide Siting Element, as directed by Resolution No. 90-0437 of the Board of Supervisors; and

Whereas, in 1996, the California Integrated Waste Management Board approved all of the required plans by the nine cities and the County of Sonoma. With the requirements complete, Resolution No. 96-1648 was adopted by the Board of Supervisors establishing the Local Task Force as an ongoing advisory committee to support the implementation of waste diversion programs; and

Whereas, the Local Task Force acted as an advisory committee to the updated 2003 Countywide Integrated Waste Management Plan and subsequent revisions; and

Now, Therefore, Be It Resolved that the Board of Supervisors does hereby confirm membership of the Local Task Force and approve the revised bylaws of the Local Task Force attached hereto.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

SONOMA COUNTY LOCAL TASK FORCE
ON INTEGRATED WASTE MANAGEMENT

BYLAWS

Article I: NAME

The name of the organization is the Sonoma County Local Task Force on Integrated Waste Management, commonly referred to as the "LTF."

Article II: AUTHORITY

This organization is created and its members appointed by resolution of the Board of Supervisors, which has the authority to establish and disband the Local Task Force on Integrated Waste Management.

Article III: PURPOSES

The purposes of the Local Task Force on Integrated Waste Management are to:

- Perform those duties assigned to the Local Task Force (LTF) as defined by AB 939 and other related state laws.
- Provide advice to the jurisdictions of Sonoma County on the implementation of the Countywide Integrated Waste Management Plan.
- Provide a forum for the public discussion of solid waste management, waste reduction, and recycling issues. To ensure this opportunity exists, time will be provided on the agenda for public comment.
- Perform other advisory tasks as requested by the jurisdictions of Sonoma County.

Article IV: MEMBERSHIP

- A. Membership of the Local Task Force on Integrated Waste Management shall be comprised of representatives from each city and the County, organizations with technical expertise, and other interested parties as listed below:

City of Cloverdale
City of Cotati
City of Healdsburg
City of Petaluma
City of Rohnert Park
City of Santa Rosa
City of Sebastopol
City of Sonoma
Town of Windsor

Local Enforcement Agent (recommending agency - Environmental Health Division)
Sonoma County Department of Transportation and Public Works
Solid Waste Industry Representative (2)
Climate Change Organization
Non-Profit Recycling Organization
Sonoma County Recycling Association

League of Women Voters
Sierra Club
Agriculture Industry (recommending agency - Sonoma County Ag. Commissioner)
Chamber of Commerce (recommending agency - Council of C. of C. Directors)
Marketing Specialist
Scientist
Education Representative
Clean Water Organization
Community Representatives (five - one selected by each County Supervisor)

- B. Each member and an alternate shall be identified first by their organization or recommending agency. If there is no organization or recommending agency, the Task Force will make recommendations of qualified and interested individuals to the Board of Supervisors. Failing this recommendation, the Board of Supervisors will appoint from interested parties for this position. The Board shall confirm the appointment of all members. The city representatives may be elected officials, staff members, or citizens of the city.
- C. The term of membership shall be a renewable three-year term.
- D. A member's absence for three consecutive meetings will constitute grounds for review of membership by the Membership Committee.

Article V: VOTING

The Local Task Force on Integrated Waste Management shall adopt and adhere to *Robert's Rules of Order* for voting and meeting procedures. A quorum is defined as seven (7) of the appointed membership and a majority of the members present shall be required to take action on any agenda item; however, meetings may be held to exchange information with less than a quorum.

Article VI: OFFICERS

- A. The Local Task Force for Integrated Waste Management shall have a Chair, Vice-Chair and Chair Pro Tem.
- B. The duties of the officers are as follows:
 - 1. The Chair shall:
 - a. Chair meetings.
 - b. Sign letters and correspondence and represent the Local Task Force.
 - c. Appoint members as necessary to perform the tasks agreed upon by the Local Task Force.
 - 2. The Vice-Chair shall:
 - a. Perform the duties of the Chair in the absence of the Chair.
 - b. Serve as Chair of the Membership Committee.
 - 3. The Chair Pro Tem shall:
 - a. Perform the duties of the Chair in the absence of the Chair and Vice-Chair.

Article VII: MEETINGS

At the first annual meeting of the LTF, LTF members shall approve a schedule for meetings for the current year. Meetings will generally be held every other month on the second Thursday of the month. Additional meetings may be scheduled throughout the current year as determined by the LTF.

Article VIII: ELECTIONS

Elections shall occur each year as the first order of business at the first meeting of the calendar year.

Article IX: COMMITTEES

A. Committees of the Local Task Force on Integrated Waste Management are:

1. Membership Committee. The Membership Committee shall be responsible for review of membership attendance annually to ensure the presence of a quorum. The Membership Committee shall assist in the identification and selection of qualified and interested individuals for membership openings on the LTF.
2. Other Committees shall be created as determined by the LTF.

Article X: BYLAWS

The Local Task Force on Integrated Waste Management may adopt, amend, or repeal its Bylaws at any meeting by two-thirds vote of the members present, provided there is a quorum. Any changes of the Bylaws shall be confirmed by the Board of Supervisors and the Sonoma County Waste Management Agency.

Representing	Member Name	Appointment	Term Expires
Agriculture Industry (Primary)	Will Bakx		4/4/2020
Agriculture Industry (Alternate)	Vacant	Vacant	
Clean Water Organization (Primary)	Chris Brokate		4/4/2020
Clean Water Organization (Alternate)	Betsy VanDyke		4/4/2020
Climate Change Organization	Vacant	Vacant	
Cloverdale	Bob Cox		4/4/2020
Cloverdale	Vacant	Vacant	
Cotati	John Labarge		4/4/2020
Cotati (Alternate)	Mark Soiland		4/4/2020
First District (Primary)	Gregg Carr		4/4/2020
First District (Alternate)	Vacant	Vacant	
Second District	Vacant	Vacant	
Second District (Alternate)	Vacant	Vacant	
Third District (Primary)	Kristyn Byrne	Summ Act #12, 11/1/2016	Update
Third District (Alternate)	Vacant	Vacant	
Fourth District	Stu Clark	Summ Act #19, 1/10/2017	1/10/2020
Fourth District (Alternate)	Vacant	Vacant	
Fifth District (Primary)	Pam Davis		4/4/2020
Fifth District (Alternate)	Vacant	Vacant	
Education Representative(Primary)	Elizabeth Bortolotto		4/4/2020
Education Representative (Alternate)	Vacant	Vacant	
Healdsburg	Vacant	Vacant	
Healdsburg (Alternate)	Vacant	Vacant	
League of Women Voters (Primary)	Max Bridges		4/4/2020
League of Women Voters (Alternate)	Vacant	Vacant	
Local Enforcement Agent (Primary)	Jennifer Lyle		4/4/2020
Local Enforcement Agent (Alternatte)	Jim Tyler		4/4/2020
Marketing Specialist (Primary)	Mike Anderson		4/4/2020
Non-Profit Recycling Organization (Primary)	Portia Sinnott		4/4/2020

Non-Profit Recycling Organization (Alternate)	Bob Besso		4/4/2020
Petaluma	Diane Ramirez		4/4/2020
Petaluma (Alternate)	Vacant	Vacant	
Rohnert Park	Vacant	Vacant	
Rohnert Park (Alternate)	Vacant	Vacant	
Santa Rosa (Primary)	Gloria Hurtado		4/4/2020
Santa Rosa (Alternate)	Tasha Wright		4/4/2020
Santa Rosa Chamber of Commerce (Primary)	Mike Dittmore		4/4/2020
Santa Rosa Chamber of Commerce (Alternate)	Vacant	Vacant	
Scientific Representative (Primary)	Arthur Deicke	Summ Act #9, 2/3/2015	2/3/2018
Scientific Representative (Alternate)	Tara McRann		
Sebastopol	Vacant	Vacant	
Sebastopol (Alternate)	Vacant	Vacant	
Sierra Club	Ken Wells		4/4/2020
Sierra Club (Alternate)	Vacant	Vacant	
Solid Waste Hauler	Rick Downey		4/4/2020
Solid Waste Hauler	Ernie Carpenter		4/4/2020
Sonoma	Vacant	Vacant	
Sonoma (Alternate)	Vacant	Vacant	
Sonoma County Recycling Assn.	Lisa Hardin		4/4/2020
Sonoma County Recycling Assn. (Alternate)	Lee Pierce	Summ Act #29, 4/21/2015	4/21/2018
Transportation and Public Works Dept (Primary)	Trish Pisenti		4/4/2020
Transportation and Public Works Dept (Alternate)	Johannes Hoevertsz		4/4/2020
Windsor (Primary)	Kristina Owens		4/4/2020
Windsor (Alternate)	Lesie Lukacs		4/4/2020

SONOMA COUNTY LOCAL TASK FORCE
ON
INTEGRATED WASTE MANAGEMENT

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- City of Rohnert Park
- City of Santa Rosa
- City of Sebastopol
- City of Sonoma
- Town of Windsor

Local Enforcement Agent (recommending agency - Environmental Health Division)
~~Integrated Waste Operations Division Manager~~, Sonoma County Department of
Transportation and Public Works

~~Franchised Hauler~~

~~Non-Franchised Hauler~~ Solid Waste Industry Representative (2)

Climate Change Organization

Non-Profit Recycling Organization

Sonoma County Recycling Association

League of Women Voters

Sierra Club

Agriculture Industry (recommending agency - Sonoma County Ag. Commissioner)

Chamber of Commerce (recommending agency - Council of C. of C. Directors)

Marketing Specialist

Scientist

Education Representative

Clean Water Organization

Community Representatives (five - one selected by each County Supervisor)

- B. Each member and an alternate shall be identified first by their organization or recommending agency. If there is no organization or recommending agency, the Task Force will make recommendations of qualified and interested individuals to the Board of Supervisors. Failing this recommendation, the Board of Supervisors will appoint from interested parties for this position. The Board shall confirm the appointment of all members. The city representatives may be ~~an~~-elected officials, ~~or~~ staff ~~person~~members, or citizens of the city. ~~A citizen of the city may serve as an alternate representative.~~
- C. The term of membership shall be a renewable three-year term.
- D. A member's absence for three consecutive meetings will constitute grounds for review of membership by the Membership Committee.

Article V: VOTING

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Article VI: OFFICERS

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- B. The duties of the officers are as follows:
1. The Chair shall:

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Article X: BYLAWS

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

To: Board of Supervisors

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Susan Klassen (707) 565-2231

Supervisorial District(s):

Fifth

Title: HDR Engineers First Amendment to King Ridge Road Bridge Project Engineering Design Services Contract

Recommended Actions:

Approve and authorize the Chair to execute the First Amendment to the agreement with HDR Engineers for engineering design services for the King Ridge Road Bridge Project over Austin Creek, extending the term of agreement to December 31, 2023 with no change in not-to-exceed amount of \$409,443.

Executive Summary:

This Project will replace the existing one lane King Ridge Road Bridge (20C0433), over Austin Creek, near the town of Cazadero, with a new two lane bridge designed to meet current roadway, drainage, and bridge standards. The existing bridge is in poor structural condition, and functionally obsolete. This replacement bridge will also include improvements to the roadway approaches and appurtenant facilities. The new structure does not increase traffic capacity however by providing two lanes and shoulders it will improve vehicular and bicycle safety for the public using this bridge.

Following completion of a Bridge Type Selection Report and Preliminary Environmental Study, the Department requests the Board of Supervisors authorize a no cost contract extension to allow HDR Engineers to complete design services on the King Ridge Road Bridge Project. This process includes the production of plans and design specifications, full environmental permitting from state and federal agencies, right-of-way purchase, and bid support. The Department estimates that the new bridge will be constructed in 2023.

Discussion:

In October 2014, the Board of Supervisors approved hiring HDR Engineers to provide consulting design services for the new bridge. During the initial term of this contract, HDR, the Department and County Permit and Resource Management staff have worked to produce a Bridge Type Selection Report, recommending the type of structure to be constructed; a Preliminary Environmental Study which

determined the level of environmental studies and permits necessary; and initial plans which map the location, basic structure design, and necessary structural changes to adjacent slopes and embankments.

A typical bridge project takes between five and seven years to complete however a review of the County's bridge program has caused other bridges to be prioritized due to lower sufficiency ratings, higher traffic numbers, and higher need. Therefore it has been necessary to extend the expected completion date of this project. HDR have concluded the initial phase of the design process and to ensure delivery on a realistic timeline, the Department recommends the Board extend the agreement with HDR Engineers. TPW expects project completion in 2023 including all design, environmental, right-of-way, and construction phases.

This project is 100% federally funded under the Highway Bridge Program, including design, right-of-way acquisition and construction. The total cost of the project is estimated to be \$4 million. If this amendment is not approved, the condition of the current road bridge will continue to deteriorate until closure is determined due to safety concerns. Additionally, the Department would have to repay the federal funds already spent on this project to date.

Prior Board Actions:

10/21/14: Board approved agreement with HDR Engineers for engineering design work for King Ridge Road Bridge over Austin Creek.

Strategic Plan Alignment Goal 3: Invest in the Future

The project invests in the future by replacing aging public infrastructure.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$75,000	\$100,000	\$78,444
Additional Appropriation Requested			
Total Expenditures	\$75,000	\$100,000	\$78,444
Funding Sources			
General Fund/WA GF			
State/Federal	\$75,000	\$100,000	\$78,444
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$75,000	\$100,000	\$78,444
Narrative Explanation of Fiscal Impacts:			
Of the total contract amount of \$409,443, the remaining balance in current agreement is \$253,444 with estimated spending plan detailed above. Appropriations are included in the FY 16-17 Adopted and FY 17-18 Requested budgets and will be requested in future years as needed.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
First Amendment			
Related Items "On File" with the Clerk of the Board:			
Original Agreement			

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

This First Amendment ("Amendment"), dated as of _____, 2017, is to that certain Agreement for Professional Services by and between the County of Sonoma, a political subdivision of the State of California ("County"), and HDR Engineers, Inc. a Nebraska Corporation, hereinafter referred to as ("Consultant"), dated as of October 21, 2014 ("Original Agreement," and as supplemented and amended by this First Amendment, the "Agreement").

RECITALS

WHEREAS, County and Consultant entered into that certain Original Agreement, dated October 21, 2014, for the engineering design services related to the replacement of King Ridge Road Bridge over Austin Creek; and

WHEREAS, County and Consultant desire to amend the Original Agreement in order to extend the term; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

As of the Effective Date, the Agreement shall be deemed to be amended in the following manner:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated into and form a part of this Amendment.

2. Section 3 of the Original Agreement entitled "Term of Agreement", is hereby deleted in its entirety and replaced with the following language:

"The term of this Agreement shall be from Effective Date to December 31, 2023 unless terminated earlier in accordance with the provisions of Article 4 below. Each project scope of services shall specify its own term, which shall conclude before the termination date of this Agreement."

3. Representations of Consultant. Paragraph 9.7 is hereby deleted in its entirety and replaced with the following language:

"9.7 Statutory Compliance/Living Wage Ordinance Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be

considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.”

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWD THIS FIRST AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS FIRST AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

- SIGNATURES FOLLOW ON NEXT PAGE -

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

CONSULTANT: _____

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

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

By: _____
Department Head

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____

By: _____
Chair
Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of
Supervisors



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

Department or Agency Name(s): Transportation & Public Works

Staff Name and Phone Number:

Susan Klassen (707) 565-2231

Supervisorial District(s):

First

Title: Establish No Parking Restrictions on Agua Caliente Road (#6601)- Adopt

Recommended Actions:

Adopt an Ordinance amending Ordinance No. 2300 by establishing no parking restrictions on the south side of Agua Caliente Road (#6601) from Postmile 10.590 (Lake Street) to Postmile 10.614.

Executive Summary:

Agua Caliente Road is functionally classified as a Minor Arterial road and carries an average daily traffic (ADT) volume up to approximately 5,000 vehicles per day. Agua Caliente Road services the transportation needs of the immediate unincorporated area by providing a direct connection between State Route 12 and Arnold Drive. There are existing Sonoma County Transit (SCT) bus stops on Agua Caliente Road serving the surrounding neighborhood. Staff from Transportation and Public Works (TPW) have been working with the Agua Caliente community for the past several months to address community concerns regarding traffic safety, specifically the intersection of Agua Caliente Road and Lake Street. The proposed action would establish no parking restrictions to allow increased visibility of on-coming vehicles when turning onto Agua Caliente Road as a solution to address the community's traffic safety concerns.

Discussion:

The Agua Caliente community first contacted TPW staff in 2015 regarding traffic safety concerns related to overall vehicle speeds and sight distance along Agua Caliente Road, particularly along the more dense residential zone east of Sonoma Creek. TPW has worked hard to perform numerous traffic studies such as Engineering and Traffic Surveys, sight distance studies, and an all-way stop warrant study. Improvements as a result of these investigations include electronic radar feedback speed signs, parking prohibitions adjacent to private driveways, and striping enhancements.

TPW recently held a public meeting in February 2017 to provide an update to the community on how the improvements are performing. Sight distance issues at the intersection of Agua Caliente Road and Lake Street were a concern from the neighborhood. Motorists provided feedback that the on-street parking at the southeast corner of the intersection makes it difficult to view on-coming vehicles when

turning onto Agua Caliente Road. This issue was one of the basis for an all-way stop request at the intersection. However, because the intersection does not meet the operational criteria for an all-way stop per the warrants contained in the California Manual on Uniform Traffic Control Devices, TPW staff recommends pursuing parking restrictions as a safer and more practical solution to addressing this concern.

TPW proposes to restrict parking at the southeast corner of the Agua Caliente Road and Lake Street intersection. This proposed restriction starts at the beginning of the existing sidewalk on the south side of Agua Caliente Road and extends east a distance of sixty (60) feet, equaling approximately three (3) car lengths. This will greatly enhance the existing sight line for motorists turning off of Lake Street and onto Agua Caliente Road. Another secondary benefit of this restriction is it will ensure the existing Sonoma County Transit (SCT) bus stop at this corner remains clear for arriving and departing SCT buses.

The proposed No Parking restriction reflects the Board’s recently adopted Complete Streets Policy (Resolution No. 15-0463) of providing transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, bicyclists, and persons with disabilities.

In that regard, TPW is requesting that the Board adopt an ordinance establishing no parking restrictions on the south side of Agua Caliente Road (#6601) from Postmile 10.590 (Lake Street) to Postmile 10.614. The estimated cost of labor and materials to implement the No Parking restrictions is \$500 and appropriations are available within the 2017 Road Maintenance Budget.

If approved, staff will begin work to implement the appropriate No Parking signage and markings approximately 30 days after approval of the ordinance.

Prior Board Actions:

04 11 17: The Board adopted a resolution introducing and waiving the reading of an ordinance amending Ordinance No. 2300 by establishing no parking restrictions on the south side of Agua Caliente Road (#6601) from Postmile 10.590 (Lake Street) to Postmile 10.614.

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

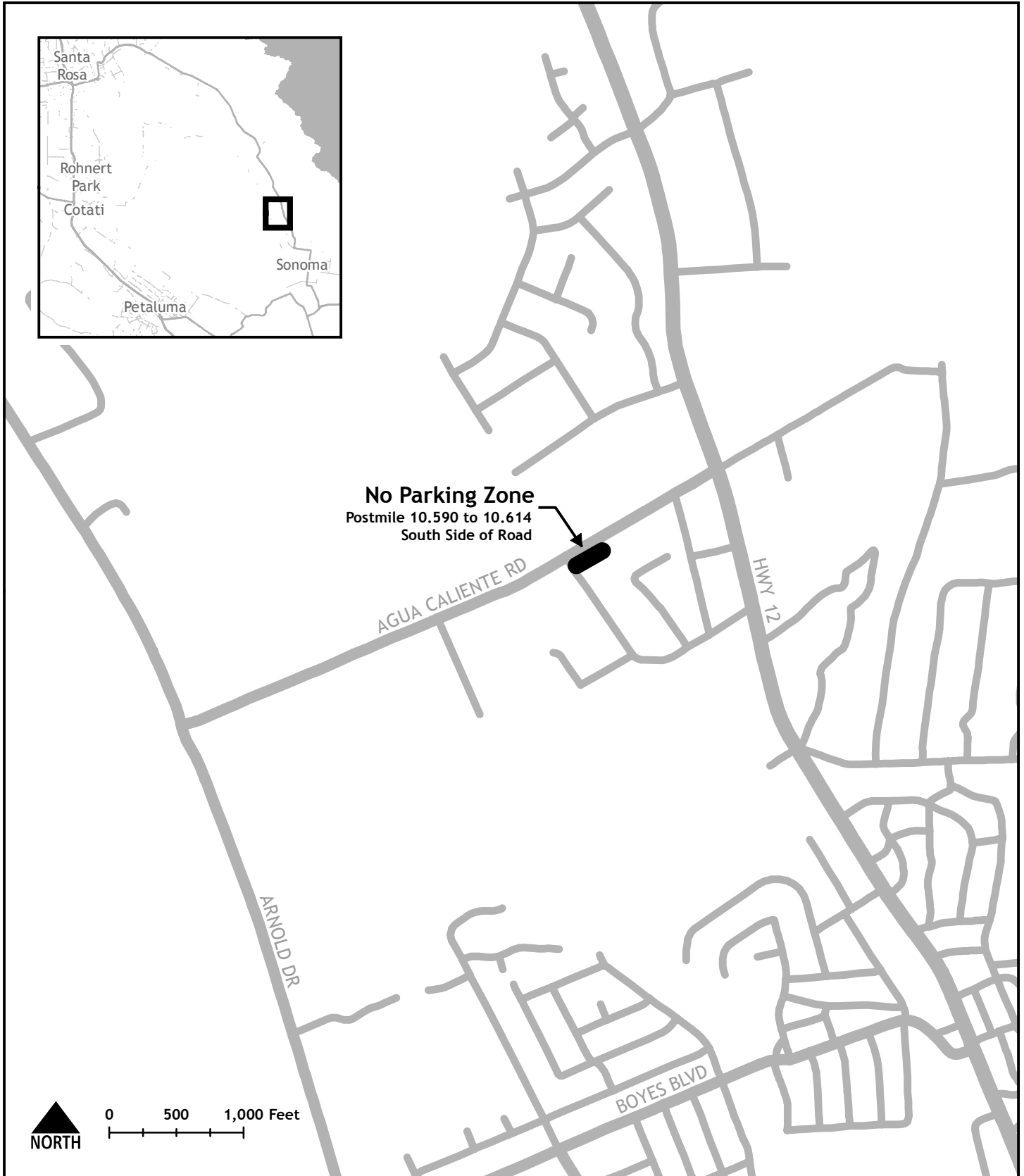
This requested action will help ensure the safety and comfort of community members who travel through this intersection and utilize the public transit system.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$500.00		
Additional Appropriation Requested			
Total Expenditures	\$500.00		
Funding Sources			
General Fund/WA GF			
State/Federal	\$500.00		
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$500.00		
Narrative Explanation of Fiscal Impacts:			
Appropriations are available for installation of the No Parking zone, to be funded with Road Maintenance operating revenues comprised largely of state gas tax.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Location Map, Ordinance			
Related Items "On File" with the Clerk of the Board:			
None			

Location Map

No Parking Zone - Agua Caliente Road

March, 2017



ORDINANCE NO. ()

**An Ordinance Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Amending Sonoma County Ordinance No. 2300 To Establish No Parking Restrictions On The
South Side Of Agua Caliente Road (#6601) From Postmile 10.590 (Lake Street) To Postmile
10.614.**

The Board Of Supervisors Of The County Of Sonoma, State Of California, Ordains As Follows:

SECTION I:

Subsection 559 is hereby added to Section VII of Sonoma County Ordinance No. 2300 (said Section establishes No Parking zones) to read:

South side of Agua Caliente Road (#6601) from Postmile 10.590 (Lake Street) to Postmile 10.614.

SECTION II:

This Ordinance shall be, and the same is hereby declared to be in full force and effect from and after thirty days after its passage, and shall be published once before the expiration of fifteen days after said passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the ___ day of _____, 201_, and finally passed and adopted this ___ day of _____, 201_, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: ___ Rabbitt: ___ Gore: ___ Hopkins: ___ Zane: ___

Ayes: ___ Noes: ___ Absent: ___ Abstain: ___

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Sheryl Bratton,
Clerk of the Board of Supervisors



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Susan Klassen: (707) 565-2231

Supervisorial District(s):

Fifth

Title: Phase III Accessibility Project for Graton and Occidental - Engineering Services Second Contract Amendment.

Recommended Actions:

Approve and authorize the Chair to execute the Second Amendment to the agreement with Brelje & Race Consulting Civil Engineers to add design and construction management services for Phase 3 of the Graton and Occidental Accessibility Improvements, increasing the contract amount by \$375,600, resulting in a total amount for the agreement not to exceed of \$899,300 with a term ending June 30, 2018.

Executive Summary:

The Graton and Occidental Accessibility Improvement Project provides necessary reconstruction or retrofitting of pedestrian facilities in the two towns including curb-ramp and sidewalk improvements. The Project is being constructed in three phases across several construction seasons. To successfully deliver the final phase of this Project, it is necessary to extend the design and construction management services of Brelje & Race.

Discussion:

On June 23, 2015, the Board entered into an agreement with Brelje & Race Consulting Engineers for engineering design and construction management services for the Graton and Occidental Accessibility Improvement project. In the time since the original scope of services was prepared, the nature of the project changed from a single phase of construction to two phases, and then to three phases.

Upon completing Phase 1, it became clear that to successfully deliver the Project, it would be necessary to increase construction management services provided by Brelje & Race from part-time to full-time during the work.

The First Amendment to the contract with Brelje & Race covered design and delivery of Phase One and Two, to be constructed in 2016 and 2017. Funding to secure Brelje & Race's services for Phase Three

was not sought at that time because until final design and costs for Phase Two were known, the timeline and cost estimate for Phase Three could not be formulated.

Phase Three is estimated to begin construction in summer of 2017 with expected completion in Spring of 2018 and will encompass improvements to downtown Occidental. This work involves extensive curb and sidewalk repair or replacement throughout downtown from Graton Road to Bittner Road including, Bohemian Highway, Main Street, Coleman Valley Road, 3rd Street, and Graton Road.

Final design for Phase Three is estimated to cost approximately \$40,000 with construction management and administration estimated at \$273,000. A 20% contingency has been included based on experience from Phases One and Two; where matching the specific requirements of the settlement agreement with design and conditions in the field, resulted in increased final costs.

Prior Board Actions:

10/04/2016: Board Approved Amendment No. 1 to Brelje and Race Professional Services Agreement for Graton and Occidental Accessibility Improvements

6/23/2015: Board Approved Brelje and Race Professional Services Agreement for Graton and Occidental Accessibility Improvements

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

The work from this project will provide accessibility and safer ways of travel for pedestrians and the disabled in the Towns of Graton and Occidental.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	25,000	350,600	
Additional Appropriation Requested			
Total Expenditures	25,000	350,600	

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance	25,000	350,600	
Contingencies			
Total Sources	25,000	350,600	

Narrative Explanation of Fiscal Impacts:

Appropriations are included in the FY 16-17 Adopted and FY 17-18 recommended budgets; funding to come from Road fund balance.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Second Amendment, Proposal			
Related Items “On File” with the Clerk of the Board:			
First Amendment, Original Agreement			

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment (“Amendment”), dated as of _____, 2017 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Brelje & Race Consulting Engineers (hereinafter "Consultant").

RECITALS

WHEREAS, County and Consultant entered into an agreement for planning, design, construction management and related services for the installation of accessible facilities within the communities of Graton and Occidental; and

WHEREAS, County and desire to amend the Agreement in order to provide additional services; and

WHEREAS, in the judgment of the County, it is necessary and desirable to continue to employ the services of Consultant through completion of the construction of the accessible facilities improvements.

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

AGREEMENT

As of the Effective Date, the Agreement shall be deemed to be amended in the following manner:

1. The current Exhibit C – Compensation for Service is replaced in its entirety with the Amended Exhibit C.
2. Contingency: A \$62,600 contingency will be used to pay for authorized services as deemed necessary for services not included in Exhibits A and C, provided, however that total payments to the Consultant do not exceed \$899,300. Work will not commence on any contingency services until written authorization is received from the Transportations and Public Works Director or her designee. Any contingency work done without written authorization may not be reimbursable.
3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits, shall continue to be in full force and effect as originally executed, and nothing contained herein 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, to the extent allowed by law, the parties agree that 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 SECOND AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS SECOND AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

EXHIBIT A

County's Consultant's Services

PART 1 – BASIC SERVICES

A.1.01 *Preliminary Design Phase*

- A. After acceptance by County and Agency of the *Survey, Report and Recommendations by Margen+Associates (Reports)* and any other deliverables, selection by County of recommended solutions and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project upon written authorization from County, Engineer shall:
1. Meet with County staff to review project scope and requirements.
 2. Perform a site review of the proposed locations of the ADA improvements with County staff.
 3. Perform topographic surveys and prepare base mapping for project.
 4. Prepare Preliminary Design Phase documents consisting of final design criteria; *and preliminary site layout drawings.*
 5. Advise County if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist County in obtaining such reports, data, information, or services.
 6. Furnish one hardcopy and one electronic copy in PDF format of project base mapping to County.

A.1.02 *Final Design Phase*

- A. Subject to any County-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from County, Engineer shall:
1. Prepare sets of 95% complete Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, one set each for the work in Graton and Occidental. Specifications shall conform to the format specified by the County. Submit three hardcopy sets and one electronic set in PDF format of the 95% documents to County for review.
 2. Prepare update to County's opinions of probable Construction Cost (Graton and Occidental) and any adjustments to Total Project Costs known to Engineer. Submit one copy of each to County in PDF format.
 3. Attend meeting with County to receive and discuss bid document review comments.
 4. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, one set each for the work in Graton and Occidental. Furnish Bidding Documents for review by the County and its legal counsel. The number and type of copies to be submitted to be established by County.
 5. Advise County of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer.
 6. Revise the Bidding Documents in accordance with comments and instructions from the County and provide two (2) final copies of the Bidding Documents and a revised opinion of probable Construction Cost after receipt of all such comments and instructions.

- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A.1.03.A.4 have been delivered to and accepted by County.

A.1.03 *Bidding Phase*

- A. After acceptance by County of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by County to proceed, Engineer shall:
1. Advertise for obtaining bids for the Work in local publication and maintain a record of prospective bidders to whom Bidding Documents have been issued. Schedule and conduct pre-Bid conferences, if any, and receive and process contractor charges for the Bidding Documents.
 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Determine the acceptability of substitute materials and equipment proposed when substitution is necessary because the specified item is incompatible with the Project or fails to comply with applicable codes.
 4. Conduct the Bid opening, prepare Bid tabulation sheets, and assist County in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

A.1.04 *Construction Phase*

- A. Upon successful completion of the Bidding Phase, and upon written authorization from County, Engineer shall:
1. *General Administration of Construction Contract.* Consult with County and act as County's representative as provided in the bid documents. All of County's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of County in dealings with Contractor to the extent provided in this Agreement and the bid documents except as otherwise provided in writing.
 2. *Resident Project Representative (RPR).* Engineer shall provide the services of Resident Project Representative (RPR) at the Sites to assist Engineer and to provide more continuous observations of such work on a part-time basis unless full-time observations is specifically requested by County. Engineer will, prior to the pre-construction conference, submit a resume of the RPR's qualifications for approval by County. The duties, responsibilities, and limitations of authority of the RPR are as set forth in Exhibit D. The furnishing of such Resident Project Representative service will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Pre-Construction Conference.* Coordinate and conduct a Pre-Construction Conference prior to commencement of Work at the Sites. Ensure RPR attends Pre-Construction Conferences.
 4. *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
 6. *Visits to Sites and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Sites at intervals appropriate to the various stages of construction, as Engineer deems necessary, but at least monthly, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the

Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep County informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Sites, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for County a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
7. *Defective Work.* Recommend to County that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to County, as appropriate, and prepare Change Orders and Work Change Directives as required.
10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A.2.01.A.14 of this Exhibit A.
12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

13. *Disagreements between County and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by County or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to County or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to County, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to County free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between County and Contractor that might affect the amount that should be paid.
15. *Contractor's Completion Documents.* Receive, review, and transmit to County schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A.1.04.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in paragraph A.1.04.A.10.
16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with County, the Agency's representative, and Contractor, conduct a pre-final inspection to determine if the Work is substantially complete. If after considering any objections of County, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to County and Contractor.
17. *Record Drawings.* Prepare and furnish to County a set of reproducible Project Record Drawings showing appropriate record information based on Record Drawing information from Contractor and Project documentation received from RPR.

18. *Final Notice of Acceptability of the Work.* In company with County's representative, conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable (subject to the provisions of paragraph A.1.04.A.14b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. Engineer shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original dates for final completion of the Work as set forth in the construction Contract.

C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A.1.05 *Post-Construction Phase*

A. Upon written authorization from County, Engineer, during the Post-Construction Phase, shall:

1. Together with County, visit the Project to observe any apparent defects in the Work, assist County in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

2. In company with County or County's representative, provide an inspection of the Project within one month before the end of the Correction Period for Contractor's Work to ascertain whether any portion of the Work is subject to correction.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Contract's Correction Period.

PART 2 – ADDITIONAL SERVICES

A.2.01 *Additional Services Requiring County's Advance Written Authorization and Agency's Concurrence*

A. If authorized in writing by County, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, County's schedule, character of construction; and revising previously accepted Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.

2. Services required as a result of County's providing incomplete or incorrect Project information to Engineer.

3. Furnishing services of Engineer's Consultants for other than Basic Services.

4. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by County for the Work or a portion thereof.

5. Determining the acceptability of substitute materials and equipment proposed during the Bidding Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

6. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
7. Providing detailed construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A.1.04.A.5.
8. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
9. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
10. Preparing to serve or serving as a consultant or witness for County in any litigation, arbitration, or other dispute resolution process related to the Project.
11. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.
12. Services in connection with Work Change Directives and Change Orders to reflect changes requested by County so as to make compensation commensurate with the extent of the Additional Services rendered.
13. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
14. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
15. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by County prior to Substantial Completion.
16. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
17. Provide property surveys, legal descriptions, maps, drawings, or estimates related thereto; and assistance in negotiating for land, easements and rights-of-way.

EXHIBIT C

Payments to Engineer for Services and Reimbursable Expenses

C.1.01 Compensation for Basic Services (other than Resident Project Representative Services) – Standard Hourly Rates Method Payment

- A. Subject to the requirements set forth in Section 2 of this Agreement, County shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, as follows:
 - 1. For services performed or furnished under paragraphs A.1.02 through A.1.05 an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be Three Hundred Fifty Nine Thousand and Seven Hundred Dollars (\$359,700) and shall not be exceeded without written approval of County.
- B. Period of Service. The compensation amount stipulated in paragraph C.1.01.A.1 is conditioned on a period of service not exceeding 16 months. Should such period of service be extended, the compensation amount for Engineer's services shall be appropriately adjusted.

C1.02 Compensation For Resident Project Representative Services – Standard Hourly Rates Method of Payment

- A. Subject to the requirements set forth in Section 2 of this Agreement, County shall pay Engineer for Resident Project Representative Services, as follows:
 - 1. *Resident Project Representative Services.* For services of Engineer's Resident Project Representative, if any, under paragraph A.1.04A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be Two Hundred Eighty Four Thousand Eight Hundred Dollars (\$284,800) based upon anticipated construction periods of 16 and 24 weeks for the Graton and Occidental Projects respectively and with observations of said work being on a half-time basis. This amount shall not be exceeded without written approval of County.
- B. Compensation for Reimbursable Expenses
 - 1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph C.1.02, and are directly related to the provision of Resident Project Representative Services, County shall pay Engineer at the rates set forth in the attached schedule of rates and services.
 - 2. Reimbursable Expenses include the following categories: obtaining bids or proposals from Contractor(s); reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by County, overtime work requiring higher than regular rates. In addition, if authorized in advance by County, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 - 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a Factor of 1.10.
 - 4. The Reimbursable Expenses Schedule will be adjusted annually (as of March 1, 2016) to reflect equitable changes in the compensation payable to Engineer.

C. Other Provisions Concerning Payment Under this Paragraph C.1.02

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a Factor of 1.10.
2. Factors. The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. Estimated Compensation Amounts
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. Engineer is responsible for monitoring charges generated under this Agreement. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give County written notice thereof. Promptly thereafter County and Engineer shall review the matter of services remaining to be performed and compensation for such services. County shall either agree to such compensation exceeding said estimated amount or County and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed.
4. To the extent necessary to verify Engineer's charges and upon County's timely request, Engineer shall make copies of such records available to County at no cost.

C.1.03 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- D. Subject to the requirements set forth in Section 2 of this Agreement, County shall pay Engineer for Additional Services, as follows:
1. *General.* For services of Engineer's employees engaged directly on the Project pursuant to paragraph A.1.01 or A.1.02 of Exhibit A, except for services as a consultant or witness under paragraph A.2.01.A.10, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be Ninety-Three Thousand Nine Hundred Dollars (\$93,900) based on an initial project scope of additional services consisting of construction survey, meetings with property/business owners, and assistance with right-of-way acquisitions. This amount shall not be exceeded without written approval of County.
- E. Compensation for Reimbursable Expenses
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph C.1.01 and are directly related to the provision of Additional Services, County shall pay Engineer at the rates set forth in the attached schedule of rates and services.
 2. Reimbursable Expenses include the following categories: obtaining bids or proposals from Contractor(s); reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by County, overtime work requiring higher than regular rates. In addition, if authorized in advance by County, Reimbursable Expenses will also include expenses incurred for the use of other highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a Factor of 1.10.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of March 1, 2016) to reflect equitable changes in the compensation payable to Engineer.

F. Other Provisions Concerning Payment For Additional Services

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a Factor of 1.10.
2. Factors. The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon County's timely request, Engineer shall make copies of such records available to County at cost.

**AMENDMENT PROPOSAL
ENGINEERING SERVICES CONTRACT**

ADA IMPROVEMENTS FOR GRATON & OCCIDENTAL – PHASE III

Prepared For
SONOMA COUNTY TRANSPORTATION AND PUBLIC WORKS

January 25, 2017

Brelje & Race Consulting Engineers respectfully requests your consideration for amending the project budget for our current and ongoing agreement with the County to cover the additional services that will be necessary to complete phase III of the subject project. The scope of work for the project was revised and amended once previously when it was split into three phases. At that time, we were requested to omit estimated fees associated with the third phase of the project. Now that timing for initiation of the third phase is known, this amendment has been prepared to cover the remainder of tasks not previously included under the first two phases.

Brelje & Race Consulting Engineers' original scope of services included three components with separate budgets. There were 'Basic Services' (surveys, design drawings and specifications, assistance during bidding, and construction management), Resident Project Representative (field observation) and "Additional Services" (reimbursable expenses and unforeseen items outside of the described scope). In the time since the original scope of services was prepared, the nature of the project changed from a single phase of construction to two phases, and then to three phases. In our previous amendment, the construction services associated with the phase II work were split out of the Basic Services category, to create a fourth category of service. This amendment keeps with that format and includes all four categories.

For this proposal, it is assumed that the current budget will be sufficient to complete the phase II services only, and all phase III three services are currently unfunded. (There may turn out to be excess budget available after phase II construction is completed, however, it is too difficult to project at this stage of construction.)

Early estimates for time to construct included a total of 200 working days to complete the entire project. The first construction phase required 60 working days; the Phase II work includes 100 working days, while the Phase III project will be the largest and is anticipated to require 140 days. Total working days for the entire project will exceed the first estimate by 50%, and be about 300 working days. The task hours estimated for this amendment were based on 140 working days, or about 7 months of full time field time, plus associated office tasks. The Basic Services tasks only include the time needed to pull the previously completed contract documents into a new bid set, and to respond to bidder's questions, prepare addenda, etc. Additional time has also been added in order to include construction surveys, and time for dealing with unforeseen conditions encountered during construction.

The original total contract budget was \$351,000 and included \$235,000 for Basic Services, \$24,000 for Additional Services, and \$92,000 for Resident Project Representative. The first amendment added \$172,700 to the overall budget. The current budgeted amount is therefore \$523,700.

AMENDED FEE

The amended fees proposed for performing the phase III work tasks were prepared based on the attached Task, Work Hour and Fee Estimate worksheet and our 2017 schedule of rates and services, which becomes effective beginning March 1, (copy attached). Based on these considerations, it is proposed that the budgets for each of the services be increased as follows:

I Basic Services – Design/Bidding:	\$ 14,700
II Basic Services – Construct. Admin:	\$ 32,500
Resident Project Representative:	\$ 140,000
Additional Services:	<u>\$ 27,500</u>
	\$ 214,700

Other assumptions are that the construction observation (RPR) will be fulfilled based on full-time observation for one inspector. Should the contractor elect to work multiple crews, the number of days may be less, allowing us to assign a second inspector as needed. Should the construction take longer than anticipated, then a further amendment to the 'Basic Services – Construction Administration', RPR, and potentially the Additional Services tasks may become necessary, and we would advise you in advance of such conditions.

PROPOSAL

SONOMA COUNTY DEPARTMENT OF TRANSPORTATION & PUBLIC WORKS
PHASE III OCCIDENTAL ADA IMPROVEMENTS PROJECT

Task, Work Hour and Fee Estimate

Task	Task Description	Hours							Costs			
		Project Manager (\$180 / hr)	Sr. Engineer (\$165 / hr)	Survey Crew (\$235 / hr)	Survey Technician (\$120 / hr)	CAD Technician (\$120 / hr)	Construction Tech (\$125 / hr)	Admin / Clerical (\$75 / hr)	Brelje & Race Total Hours	Brelje & Race Total Labor	Plotting & Printing	Total Fee
I BASIC SERVICES - PHASES III												
DESIGN COMPLETION & BIDDING ASSISTANCE												
1	Revise Technical Specifications (Bid Desc. & Sched.)	1	2				4	4	11	\$ 1,310		\$ 1,310
2	Estimate of Probable Construction Cost	2	4						6	\$ 1,020		\$ 1,020
3	Finalize 100% Improvement Plans	2	4			4			10	\$ 1,500	\$ 400	\$ 1,900
4	100% Specifications	1	2					2	5	\$ 660		\$ 660
5	100% Review Meeting with Owner	2	4						6	\$ 1,020		\$ 1,020
6	Bid Advertisement and Pre-bid meeting(s)	8	8					4	20	\$ 3,060		\$ 3,060
7	Prepare and Issue Addenda	4	24					6	34	\$ 5,130		\$ 5,130
8	Bid Document Management		2					4	6	\$ 630		\$ 630
Basic Services - Design Total		20	50	0	0	4	4	20	98	\$ 14,330	\$ 400	\$ 14,700
II BASIC SERVICES - PHASES III												
CONSTRUCTION ADMINISTRATION												
1	Contractor's Schedule Reviews	4	2						6	\$ 1,050		\$ 1,050
2	Engineer's Site Visits and Observation of Construction	16	4						20	\$ 3,540		\$ 3,540
3	Prepare RFI Responses	2	16					4	22	\$ 3,300		\$ 3,300
4	Change Order Preparation and Processing	32							32	\$ 5,760		\$ 5,760
5	Shop Drawing Review	4	24				8	4	40	\$ 5,980		\$ 5,980
6	Prepare and Process Applications for Payment	40						4	44	\$ 7,500		\$ 7,500
7	Construction Completion Documentation	4							4	\$ 720		\$ 720
8	Substantial Completion Inspection and Letter	8							8	\$ 1,440		\$ 1,440
9	Record Drawing Preparation	2				8	4		14	\$ 1,820	\$ 200	\$ 2,020
10	Final Notice of Acceptability of Work	2						2	4	\$ 510		\$ 510
11	Warranty Inspection	4							4	\$ 720		\$ 720
Basic Services - Construction Admin Total		118	46	0	0	8	12	14	198	\$32,340	200	\$ 32,500
III RESIDENT PROJECT REPRESENTATIVE												
PHASES III												
1	Resident Project Representation*						1120		1120	\$ 140,000		\$ 140,000
Resident Project Representation Total		0	0	0	0	0	1120	0	1120	\$ 140,000		\$ 140,000
IV ADDITIONAL SERVICES												
PHASES III												
1	Construction Surveys	2	8	40	16				66	\$ 13,000		\$ 13,000
2	Project Meetings on Site	14	4						18	\$ 3,180		\$ 3,180
3	Drawing Revisions/Changes/Additions	8	32			32			72	\$ 10,560		\$ 10,560
4	Assistance with Obtaining Rights-of-Entry	4							4	\$ 720		\$ 720
Additional Services Total		28	44	40	16	32			160	\$ 27,460		\$ 27,500

* Based on 140 Working Days Contract

SERVICES RATE SCHEDULE EFFECTIVE MARCH 1, 2017

PROFESSIONAL SERVICES

Senior Principal.....	\$200.00/hour -
Senior Project Advisor	200.00/hour -
Associate Principal	180.00/hour -
Associate	165.00/hour -
Senior Engineer	165.00/hour -
Engineer.....	150.00/hour -
Engineering Technician.....	125.00/hour -
Senior Planner.....	150.00/hour -
Planner	120.00/hour -
Senior Surveyor.....	150.00/hour -
Surveyor.....	130.00/hour -
Survey Technician	120.00/hour -
CAD Technician.....	120.00/hour -
Construction Engineer	140.00/hour -
Construction Technician 2.....	125.00/hour -
Construction Technician 1.....	100.00/hour -
Technical Writer	90.00/hour -

EXPERT WITNESS & MEDIATION SERVICES \$350.00/hour

FIELD SURVEYING

One-man Party (Including Survey Equipment & Vehicle)	\$180.00/hour
Two-man Party (Including Survey Equipment & Vehicle)	\$235.00/hour
Three-man Party (Including Survey Equipment & Vehicle)	\$290.00/hour

CLERICAL SERVICES \$75.00/hour

OUTSIDE CONSULTANTS Cost + 10% Handling Charge

OUTSIDE PLOTTING AND REPRODUCTION Cost + 10% Handling Charge

IN-HOUSE PLOTTING

Vellum or Bond	\$8.00/sheet
Mylar	20.00/sheet

Note

Brelje & Race does not charge separately for many of the expenses that are traditionally recouped from the Client as “reimbursable”. The hourly rates listed above are inclusive of all expenses for vehicle mileage, surveying materials, incidental copying services and computer hardware, software and other information technology costs.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Susan Klassen, 565-2231

Supervisorial District(s):

Countywide

Title: FY 2016-17 Low Carbon Transit Operations Program

Recommended Actions:

- A) Approve resolution authorizing the execution of the FY 2016-17 Low-Carbon Transit Operations Program project for \$135,730 to support the purchase of one 30-ft electric bus.
- B) Approve resolution agreeing to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for Low-Carbon Transit Operations funded transit projects.
- C) Authorize the Director of Transportation and Public Works to execute all required documents of the Low-Carbon Transit Operations program and any amendments thereto with the California Department of Transportation.
- D) Authorize the Chair to execute the Authorized Agent Form required under the Low Carbon Transit Operations program.

Executive Summary:

The Transportation and Public Works Department is requesting that the Board authorize the County to obtain FY 2016-17 funding from the Low-Carbon Transit Operations Program administered by Caltrans to purchase one electric bus for Sonoma County Transit's fixed-route bus fleet. The addition of a zero-emission electric vehicle to the fixed-route bus fleet will reduce air pollution and help attain the County's greenhouse gas reduction goals.

Discussion:

The Low Carbon Transit Operations Program is one of the Cap and Trade funding programs established by the State Legislature in 2014. The Low-Carbon Transit Operations Program was created to provide operating and capital assistance for transit agencies in an effort to reduce greenhouse gas emissions and improve mobility. Low-Carbon Transit Operations Program funding is allocated annually to transit operators based on a formula distribution. Before the State can authorize disbursement of Low-Carbon Transit Operations Program funding, Board approval of the requested actions is required.

Sonoma County Transit is due to be allocated \$135,730 in Low-Carbon Transit Operations Program funding in FY 2016-17. This Low-Carbon Transit Operations Program request, combined with local Transportation Development Act funding and anticipated funding from the Transportation Fund for Clean Air through the Bay Area Air Quality Management District will support the purchase of a second 30-foot electric-powered bus for Sonoma County Transit. Sonoma County Transit purchased its first electric-powered bus, with expected delivery date in August 2017, using Low-Carbon Transit Operations Program funding allocated in FY 2014-15 and FY 2015-16. It is anticipated that Sonoma County Transit's first 30-foot electric-powered bus will be ready for service by late summer or early fall 2017.

This Low-Carbon Transit Operations Program-funded project will help demonstrate the feasibility of deploying small electric buses on Sonoma County Transit's local shuttle routes. This 30-foot electric bus will be available for deployment on local shuttle routes operated in the Santa Rosa area and within the cities of Windsor, Sebastopol, Rohnert Park and Cotati, respectively. It is anticipated that the new electric bus will be delivered by late-spring 2018 and ready for revenue service by early-summer 2018.

Prior Board Actions:

4/14/15: Board approved a resolution authorizing the execution of required documents and to comply with all necessary regulations to receive FY 2014-15 Low-Carbon Transit Operations Program funding. Resolution No. 15-0137.

3/1/16: Board approved resolutions authorizing the execution of required documents and to comply with all necessary regulations to receive FY 2015-16 Low-Carbon Transit Operations Program funding. Resolutions No. 16-0057 and 16-0058.

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

The use of FY 2016-17 Low-Carbon Transit Operations Program funding to purchase one electric bus for Sonoma County Transit's fixed-route bus fleet will help to ensure the provision of a safe, reliable, comfortable and cost-effective public transit system for residents and visitors.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		\$445,000	
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal		\$284,641	
Fees/Other		\$160,359	
Use of Fund Balance			
Contingencies			
Total Sources		\$445,000	
Narrative Explanation of Fiscal Impacts:			
Project budget includes \$135,730 in State Low-Carbon Transit Operations Program funding, \$148,911 in funding through the Bay Area Air Quality Management District, and \$160,359 in local Transportation Development Act funding. Appropriations are requested as part of the FY 17-18 Recommended Budget.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Low Carbon Transit Operations Program Allocation Request, Resolutions			
Related Items "On File" with the Clerk of the Board:			
Authorized Agent Form, Certifications and Assurances			



County of Sonoma
State of California

Date: April 25, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing the Execution Of The FY 2016-17 Low Carbon Transit Operations Program (LCTOP)
Project For \$135,730 To Purchase One Electric Bus.**

Whereas, the County of Sonoma – Sonoma County Transit is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) now or sometime in the future for transit projects; and

Whereas, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

Whereas, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

Whereas, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

Whereas, the County of Sonoma – Sonoma County Transit wishes to implement the LCTOP project listed above; and

Now, Therefore, Be It Resolved, by the Sonoma County Board of Supervisors that the County of Sonoma – Sonoma County Transit agrees to comply with all conditions and requirements set forth in the applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

Be It Further Resolved by the Sonoma County Board of Supervisors that it hereby authorizes the submittal of the following project nomination and allocation request to the Department in FY 2016-17 LCTOP funds:

Project Name: Electric Bus Purchase

Amount of LCTOP funds requested: \$135,730

Short description of project: Purchase one electric bus for deployment on Sonoma County Transit's local routes.

Resolution #
Date: April 25, 2017
Page 2

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: April 25, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing the Execution Of The Certifications And Assurances And Authorized Agent Form
For The Low Carbon Transit Operations Program (LCTOP).**

Whereas, the County of Sonoma – Sonoma County Transit is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

Whereas, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

Whereas, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

Whereas, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

Whereas, the County of Sonoma – Sonoma County Transit wishes to delegate authorization to execute required LCTOP documents and any amendments thereto to Susan Klassen, Director of Sonoma County Transportation and Public Works; and

Now, Therefore, Be It Resolved, by the Sonoma County Board of Supervisors that the County of Sonoma – Sonoma County Transit agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

Be It Further Resolved that Susan Klassen, Director of Sonoma County Transportation and Public Works be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

Supervisors:

Gorin: Rabbitt: Gore: Hopkins: Zane:

Ayes: Noes: Absent: Abstain:

So Ordered.



**FY 2016-2017 LCTOP
Allocation Request**

Lead Agency Information

Name:	Sonoma County Transit		
Address:	355 West Robles Avenue		
City, State, Zip Code:	Santa Rosa, CA 95407		
County:	Sonoma	Regional Entity:	MTC
Agency Website:	www.sctransit.com	Approved Title VI (Date)*:	5/24/2016
Link to Agency's Approved Title VI Plan:	See attached Title VI approval letter from FTA.		

*Please provide a copy of your FTA/Caltrans Approval Letter as an attachment to your FY16-17 LCTOP Allocation Request.

Allocation Request Prepared by

Name:	Bryan Albee
Title:	Transit Systems Manager
Phone #:	(707) 585-7516
E-mail:	bkalbee@sctransit.com

Contact (if different than "Prepared by")

Name:	Steven Schmitz
Title:	Transit Specialist II
Phone #:	(707) 585-7516
E-mail:	steven@sctransit.com

Authorized Agent

Name:	Susan Klassen
Title:	Director of Transportation & Pu
Phone #:	(707) 565-2231
E-mail	susan.klassen@sonoma-county

Legislative District Numbers

Assembly*:	10	4	2	
Senate*:	3	2		
Congressional*:	5	2		

*if you have more Districts please provide an attachment

Project Information

Name:	Electric Bus Purchase		
General Area (City/County):	County of Sonoma		
Specific Area (Lat-Long, Census Tract, or Address) use separate sheet if needed:	The electric bus will be available for deployment on local routes operated in the Santa Rosa area and within the cities of Windsor, Sebastopol, Rohnert Park and Cotati.		
Category (see EPC tab):	B5: Purchase of zero-emission buses, include electric buses and the installation of the nec		
Description (Short): <i>Should not be more than 3 lines.</i>	Purchase Electric Bus for Local Service (Note: Final resolutions, signed Authorized Agent form and signed Certification and Assurances document will be submitted upon aproval from the Sonoma County Board of Supervisors at their meeting scheduled for April 25, 2017.		
Type:	Cleaner Vehicles	Start date (anticipated):	12/1/2017
Sub-Type:	Purchase zero-emission vehicle(s)	End date (anticipated):	5/1/2018
Completed LONP:	No	LONP Approval date:	N/A
Project Life - For capital projects, state the "Useful Life" of the project. For operation projects state the number of months service will be funded.			
Capital:	12 Years	Operations:	
Description - Describe the project using comprehensive overall project description regarding improvements to be made, increased level of service and project goals (include for operations projects number of trips, span, frequency improvements and number of days of operation; for capital projects include product specifications).			

**FY 2016-2017 LCTOP
Allocation Request**

LCTOP funding is being requested by Sonoma County Transit (SCT) to assist with the purchase of one electric bus that will be available for deployment on local routes operated in the Santa Rosa area and within the cities of Windsor, Sebastopol, Rohnert Park and Cotati. The goal of this project is to help demonstrate the feasibility of deploying small electric buses on SCT's local routes. SCT typically deploys smaller buses (30-feet and under) on its local routes. This LCTOP funding allocation will assist with the purchase of a second 30-foot electric bus for SCT's fixed-route fleet. LCTOP funding allocated in previous years is currently being used to assist with the purchase SCT's first 30-foot electric bus, which is being manufactured by BYD and is due to be delivered in May 2017.

Project Information (continued)

<p>Area - Describe the project area including the city, town, community (rural, suburban, urban & demographics)</p> <p>The County of Sonoma is rural/suburban area located in the San Francisco Bay Area approximately 50 miles north of the Golden Gate Bridge. There are nine incorporated cities in the County of Sonoma and total population recently surpassed 500,000 persons. Sonoma County is one of the largest County's in the Bay Area covering over 1,600 square miles. Sonoma County Transit provides fixed-route transit service that connects all nine cities and most other towns and communities in the County.</p>
<p>Service - Describe the service you provide and how the project plays into your overall operations plan.</p> <p>Sonoma County Transit operates a mix of intercity, commuter express, and local routes through the County of Sonoma. Local service is currently provided within the cities of Cloverdale, Healdsburg, Windsor, Sebastopol, Russian River area, Rohnert Park, Cotati, and Sonoma Valley area. With the inauguration of commuter rail service by Sonoma Marin Area Rail Transit (SMART) anticipated by late-Spring 2017, SCT will also introduce several new routes including local shuttle routes serving the Airport Blvd. SMART station and the North Santa Rosa SMART station. Due to operating range limitations, SCT's electric buses will be available for deployment on local routes that are located relatively nearby to SCT's bus yard and fueling facility located in southwest Santa Rosa. This includes local routes in Windsor, Sebastopol, Rohnert Park and Cotati and local shuttle routes serving the Airport Blvd. and the North Santa Rosa SMART stations.</p>
<p>Service - Describe the fare structure for your system and how the project will affect that structure if at all.</p> <p>Cash fares for the Sonoma County Transit's local routes are \$1.50 for regular adult, \$1.25 for youth and \$0.75 for senior and disabled. This project will not affect SCT's current fare structure.</p>
<p>Costs - Describe the assumptions and process for how the projects costs were developed.</p> <p>As mentioned previously under project description, this allocation of LCTOP funding will assist with the purchase of a second 30-foot electric bus for Sonoma County Transit's fixed route fleet. SCT is currently in the process of purchasing its first 30-foot electric bus, which is being manufactured by BYD and is due to be delivered in May 2017. Assuming that SCT purchases its second electric bus from BYD, costs have been estimated based on the current purchase from BYD.</p>
<p>Environmental Justice - Explain how your agency designed the project to avoid substantial burden on <i>any</i> low income disadvantaged community.</p> <p>The electric buses will be deployed on Sonoma County Transit's local routes based on current range limitations only. As the operating range for electric buses expands, SCT will deploy electric buses on all of its local routes, as feasible.</p>
<p>Planning - Explain the planning process this project went through, including any public outreach/input, or workshops.</p> <p>The purchase of 30-foot electric buses for Sonoma County Transit's fixed-route fleet is included in the current version of SCT's Short Range Transit Plan, which will be presented to the Sonoma County Board of Supervisors for a public hearing later this spring.</p>



**FY 2016-2017 LCTOP
Allocation Request**

Funding Information

Project Name:	Electric Bus Purchase
Project Location:	County of Sonoma

<i>LCTOP Allocation Year</i>	Prior	FY 16-17	FY 17-18	FY 18-19	FY 19-20	Total
PUC 99313 Amount:		\$13,661				\$13,661
PUC 99314 Amount:		\$122,069				\$122,069
Total LCTOP Funds:	\$0	\$135,730	\$0	\$0	\$0	\$135,730
Other GGR Funds:						\$0
Other Funds:						\$0
Total Project Cost:	\$0	\$135,730	\$0	\$0	\$0	\$135,730

Is the Lead Agency rolling over LCTOP funds:	No	How many years will the funds be rolled over:	
---	----	--	--

Lead Agency:	Sonoma County Transit	Amount:	PUC Funds Type:
Contact Person:	Steven Schmitz	\$13,661	99313
Contact Phone #:	(707) 585-7516		99314
Contact E-mail:	steven@sctransit.com		

Contributing Sponsor:	Metroplitan Transportation Commission	Amount:	PUC Funds Type:
Contact Person:	Craig Bosman		99313
Contact Phone #:	(415) 778-6770	\$122,069	99314
Contact E-mails:	cbosman@mtc.ca.gov		

Contributing Sponsor:		Amount:	PUC Funds Type:
Contact Person:			99313
Contact Phone #:			99314
Contact E-mails:			

Contributing Sponsor:		Amount:	PUC Funds Type:
Contact Person:			99313
Contact Phone #:			99314
Contact E-mails:			

Contributing Sponsor:		Amount:	PUC Funds Type:
Contact Person:			99313
Contact Phone #:			99314
Contact E-mails:			

Contributing Sponsor:		Amount:	PUC Funds Type:
Contact Person:			99313
Contact Phone #:			99314
Contact E-mails:			

Total FY 16-17 LCTOP Funding **\$135,730**

Supplanting Funds - Describe how the LCTOP funds will not supplant other funding sources.
 The budget for this project includes \$135,730 in State LCTOP funding, \$148,911 from the Transportation Fund for Clean Air (TFCA) through the Bay Area Air Quality Management District, and \$160,359 from local Transportation Development Act (TDA) funding. The total project cost for one 30-foot electric bus is estimated to be \$445,000.

**FY 2016-2017 LCTOP
Allocation Request**

Project Benefits

Greenhouse Gas Reductions - Describe qualitatively how this project will reduce greenhouse gas emissions. For example, expanded/enhanced transit service will improve headways thus making transit a more convenient option of transportation thus increasing ridership, reducing Vehicle Miles Traveled (VMT) and reducing GHG.

Sonoma County Transit currently deploys smaller buses on its local routes that are fueled by either compressed natural gas (CNG) or gasoline. This project will replace CNG and gasoline-fueled buses currently deployed on local routes with zero-emission electric buses. Deployment of zero-emission electric buses will help to reduce greenhouse gas emissions.

Greenhouse Gas Reductions - Please provide quantitative information requested below and explanation/support for the data provided.

	Value	Explanation
Year 1 (Yr1) - First year of service, or year that capital improvements will be completed.	2018	
Year F (YrF) - Final year that the service is funded or the final year of the capital improvements useful life.	2030	
Project Yr1 Ridership - Estimated annual ridership contributed by the new service or capital improvement in Yr1.		
Project F Yr. Ridership - Estimated annual ridership contributed by the new service or capital improvement in YrF.		
Adjustment (A) - Adjustment factor to account for transit dependency. Default: 0.5 for local bus service and 0.83 for long distance commute service.		
Trip Length (L) - Length (miles) of average auto trip reduced or average passenger trip length (miles).		
Total Project VMTs Reduced	0	This number is calculated based on the values above.
Estimated Total Project GHG (mtco2) Reduction:	689.72	This number is calculated based on the values from above and the QM-Tool tab.
LCTOP Emission Reductions /Total LCTOP Funds Requested	689.72	This number is calculated based on the values from above and the QM-Tool tab.

Project Benefits (continued)

Transit Mode Share (increase mobility): Describe how this project will increase transit mode share (increase mobility).

The new 30-foot electric bus will be available for deployment on Sonoma County Transit's new local shuttle routes providing feeder service to Sonoma Marin Area Rail Transit (SMART) commuter rail system, which is anticipated to begin service in late-Spring 2017. SCT's new local shuttle routes serving the Airport Blvd. SMART station and the North Santa Rosa SMART station are expected to increase transit mode share by providing convenient feeder bus service between these two SMART stations and nearby destinations (i.e. Sonoma County Airport Business Park, Sonoma County Airport, Sonoma County Administration Center, Santa Rosa Junior College).

Co-Benefits - Check all additional Benefits/Outcomes.

- | | |
|--|---|
| <input type="checkbox"/> Improved Safety
<input checked="" type="checkbox"/> Improved Public Health
<input checked="" type="checkbox"/> Reduced Operating/Maintenance Costs
<input type="checkbox"/> Increase System Reliability
<input type="checkbox"/> Other Benefits | <input type="checkbox"/> Coordination with Educational Institution
<input type="checkbox"/> College <input type="checkbox"/> Grades K-12
<input type="checkbox"/> Promotes Active Transportation
<input checked="" type="checkbox"/> Promotes Integration w/ other modes of Transportation |
|--|---|

Co-Benefits - Describe benefits indicated above and other benefits not listed.

This project will improve public health through the deployment of new zero-emission electric buses on Sonoma County Transit's local routes. Zero-emission buses will reduce greenhouse gases and help reduce air pollution. Also, overall operating and maintenance costs for the new zero-emission electric bus are expected to be less than the costs for similar buses in SCT's fleet that are fueled by CNG or gasoline. In addition, because the electric bus will be deployed on new local shuttle routes providing feeder service to SMART commuter rail, it will promote the integration of bus and rail service in Sonoma County.



**FY 2016-2017 LCTOP
Allocation Request**

Disadvantaged Communities (DAC) Benefits

Does your Service Area have a Disadvantaged Community?	No	If you answer "No" to either of these questions, please move onto the Allocation Section on page 7.
Does the Project Benefit a DAC?	No	
Identify the DAC Census Tract Project Benefits:		
Identify the Specific DAC Benefit Criteria (for more information please review DAC Criteria tab):		
DAC Benefit - Explain, in your own words, how the project will benefit Disadvantaged Community(ies) within your service area.		
Identify the Specific DAC Need Project Addresses (for more information please review DAC Need tab):		
DAC Need - To determine community needs, agencies can use a variety of approaches such as; looking at the factors in CalEnviroScreen that caused an area to be defined as disadvantaged community; hosting community meetings to get local input; referring to the list of common needs in Table 2.2 (question above); or receiving documentation of community support (e.g., letters or emails). Explain the approach your organization used.		
Low-Income Communities - Explain, in your own words, how the project will benefit low-income residents.		
Total Greenhouse Gas Reduction Funds Allocated to DAC:		\$



**FY 2016-2017 LCTOP
Allocation Request**

Allocation

Regional Entity: MTC	
Lead Agency: Sonoma County Transit	County: Sonoma
Project Title: Electric Bus Purchase	

Lead Agency: I certify the scope, cost, schedule, and benefits as identified in the attached Allocation Request (Request) and attachments are true and accurate and demonstrate a fully funded operable project. I understand the Request is subject to any additional restrictions, limitations or conditions that may be enacted by the State Legislature, including the State's budgetary process and/or auction receipts. In the event the project cannot be completed as originally scoped, scheduled and estimated, or the project is terminated prior to completion, Lead Agency shall, at its own expense, ensure that the project is in a safe and operable condition for the public. I understand this project will be monitored by the California Department of Transportation - Division of Rail and Mass Transportation.

Authorized Agent:	Susan Klassen
Title:	Director of Transportation & Public Works
Lead Agency:	Sonoma County Transit

Signature:		Date:	
PUC Funds Type:	99313	Amount:	\$13,661
PUC Funds Type:	99314	Amount:	\$0

Contributing Sponsor(s): *If this project includes funding from more than one project sponsor, the project lead above becomes the "recipient agency" and the additional contributing project sponsor(s) must also sign and state the amount and type of LCTOP funds (PUC Sections 99313 and 99314) contribution. Sign below or **attach a separate officially signed letter providing that information. If there is more than one contributing sponsor, please submit additional page, or a letter from the additional contributors.**

Authorized Agent:	Alix Bockelman (See attached letter from MTC dated March 27, 2017.)		
Title:	Deputy Executive Director, Policy		
Agency:	Metropolitan Transportation Commission		

Signature:		Date:	
PUC Funds Type:	99313	Amount:	
PUC Funds Type:	99314	Amount:	\$122,069



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 22
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Shirlee Zane
(707) 565-2241

Supervisorial District(s):

Third District

Title: Disbursement of FY 16/17 Third District Advertising Funds.

Recommended Actions:

Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 16/17: 6th Street Playhouse for the Spring Season Productions, \$500; Incarnation Homeless Services for Incarnation 100 bike ride, \$500; Catholic Charities of the Diocese of Santa Rosa for Code Blue Bicycle Ride and Festival, \$1,000; SoCo Dance Theater for multiple performances, \$500; Buckelew Programs for Out of the Shadows, \$2,000.

Executive Summary:

Category E – Local Events and Organizations of the Advertising and Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor’s discretion. The Third District has reviewed the applications and wishes to recommend the following FY 16/17 advertising grant awards:

- 1.) 6th Street Playhouse for the Spring Season Productions; grant award of \$500.
- 2.) Incarnation Homeless Services for Incarnation 100 bike ride; grant award of \$500.
- 3.) Catholic Charities of the Diocese of Santa Rosa for Code Blue Bicycle Ride and Festival; grant award of \$1,000.
- 4.) SoCo Dance Theater for multiple performances; grant award of \$500.
- 5.) Buckelew Programs for Out of the Shadows; grant award of \$2,000.

Discussion:

The Sonoma County Advertising Program utilizes a portion of the Transient Occupancy Tax (TOT) to encourage tourism, economic development and community engagement through a variety of grant award and funding avenues. The Program provides various grants to community non-profits for advertising and promoting events and the county as a visitor destination with the goal of advancing economic growth through tourism. Additionally the program provides grants to promote agricultural

promotion as well as address impacts on safety due to tourism. The Program also provides funding to the Regional Parks Department as well as the Economic Development Department and a number of other county department activities, all with the focus of encouraging tourism and awareness of Sonoma County.

The Advertising Program Policy is divided into different categories. Category E is “Local Events, Organizations and Economic Development.” The Board established this category to assist small cultural, artistic, and countywide events and organizations as well as events occurring during the off peak tourism season (November 15 through April 15) with funding for advertising and economic development efforts that promote Sonoma County and encourage visitors to frequent the county throughout the entire year. Funding for these events and organizations is provided at the discretion of each Supervisorial District based on an overall allocation of \$170,000 where 50% of the amount is divided equally across each district as baseline funding and the remaining 50% is divided by the percent of TOT collections by district in the previous fiscal year. Events and organizations make requests throughout the year to the Supervisorial District in which their event/organization exists.

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

Prior Board Actions:

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

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

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

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	4,500		
Additional Appropriation Requested			
Total Expenditures	4,500		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	4,500		
Use of Fund Balance			
Contingencies			
Total Sources	4,500		
Narrative Explanation of Fiscal Impacts:			
Funds are included in the FY 16/17 budget.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
n/a			
Attachments:			
None.			
Related Items "On File" with the Clerk of the Board:			
FY 16/17 Advertising Program Grant Award Agreement			



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 23
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins 707-565-2241

Supervisorial District(s):

Fifth District

Title: Appointment

Recommended Actions:

Appoint Michael Murphy to the Sonoma County Regional Parks Foundation Board of Directors for a two year term beginning April 25, 2017 and ending April 24, 2019. (Fifth District)

Executive Summary:

Discussion:

Prior Board Actions:

None.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
None.			
Related Items “On File” with the Clerk of the Board:			
None.			



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Services

Staff Name and Phone Number:

Sherry Alderman

Supervisorial District(s):

All

Title: Appointment and Reappointments to the Sonoma County Workforce Investment Board (Board)

Recommended Actions:

Approve the appointment of Katrina Thurman to the Sonoma County Workforce Investment Board for a one-year term beginning April 25, 2017 and ending April 25, 2018.

Approve the re-appointment of Keith Dias, Paul Duranczyk, Christopher Fernandez, Chris Knerr, Albert Lerma, Jerald Miller, Tim Reese, Chris Snyder, and Carol Waxman to the Sonoma County Workforce Investment Board for a two-year term beginning April 25, 2017 and ending April 25, 2019.

Executive Summary:

The Workforce Innovation and Opportunity Act (Workforce Act) is a federal law that is designed to prepare youth and adults for entry into the labor force. The Board and its career center, Job Link, provide support to Sonoma County job seekers and business by providing services such as workshops and job fairs to connect those looking for work with businesses in need of workers.

The Workforce Act requires all local regions to create a board comprised of local business and community members to oversee and implement the Workforce Act. The Workforce Act requires the appointment of a policy oversight body, and the Sonoma County Workforce Investment Board serves in this capacity for Sonoma County. As required by the Workforce Act, this board item seeks the appointment and reappointment of Workforce Investment Board members.

Discussion:

Membership Criteria and Process for Recommending Members for Appointment

The Sonoma County Workforce Investment Board serves as the policy oversight body for Sonoma County employment and training programs. In accordance with the written agreement between the Sonoma County Board of Supervisors and the Board, the Board reviews and approves candidates' applications for membership and forwards its recommendations to the Board of Supervisors for final approval and appointment.

Board 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. The Board is required by law to maintain a business majority. The Board also seeks members who have expertise in Sonoma County’s important or emerging employment sectors, such as health care, hospitality, and manufacturing or who provide workforce-related services. Applications are reviewed by the Board’s Executive Committee and are then recommended to the Board of Supervisors for appointment. Current members in good standing are recommended for reappointment at the end of their term.

Efforts to fill the Board seats are ongoing through referrals from current members and outreach to businesses, public, workforce, and private non-profit organizations. The Human Services Department also works closely with the Economic Development Board to identify business members appropriate for the business seats on the Board.

The individuals recommended for appointment/reappointment to the Board will represent the following categories of membership.

New Representative

Category

Katrina Thurman Workforce Representative

Representative

Category

Keith Dias Workforce Representative

Paul Duranczyk Business

Christopher Fernandez Governmental, Economic, and Community Development

Chris Knerr Workforce Representative

Al Lerma Governmental, Economic, and Community Development

Jerry Miller Education and Training

Tim Reese Business

Chris Snyder Workforce Representative

Carol Waxman Education and Training

Katrina Thurman is the Chief Executive Officer at Social Advocates for Youth in Santa Rosa. The mission of this non-profit is to provide housing, counseling and jobs to at-risk, vulnerable youth ages 5 to 25. She brings 20 years of experience in development and leading human service programs in diverse communities. Katrina provides leadership to a staff of 130 + individuals. Her career began as a job coach. Ms. Thurman will fill a Workforce Representative seat on the Board.

Keith Dias is a former Sheet Metal Worker and served as the Apprenticeship Training Coordinator for the North Bay. He is currently a business representative in SMART Local #104. Mr. Dias is interested in using his 28 years of experience and connections within the construction industry to help promote the various trade apprenticeship opportunities in Sonoma County. Mr. Dias has worked with several Bay Area WIBs in the past and is currently a member of the Marin County WIB. Mr. Dias fills a Workforce

Representative seat on the Board.

Paul Duranczyk is Senior Administrator at Creekside Convalescent and Mental Health Rehabilitation in Santa Rosa. He manages over two hundred staff members in the healthcare sector. He serves on Sonoma County Managed Medi-Cal Planning Group and Sonoma County Healthcare Disaster Planning Forum. Mr. Duranczyk fills a Business seat on the Board.

Christopher Fernandez is a Regional Administrator with the California Department of Rehabilitation in the Redwood Empire District, which serves the coastal regions of California from Napa to the Oregon Border. The mission of the Department is to assist disabled Californians to obtain and retain employment and to maximize their ability to live independently. Mr. Fernandez fills a Governmental, Economic, and Community Development seat on the Board.

Chris Knerr is the Business Agent for Cement Masons Local 300. He has been with them for eleven years, three as an apprentice, five as a mason, and three years as the current Business Agent. He is interested in the opportunities provided to apprentices within the Building Trades. Mr. Knerr has served on the WIB since May 7, 2013. Mr. Knerr fills a Workforce Representative seat on the Board.

Albert Lerma is a Program Manager for the Sonoma County Economic Development Board. As the primary point of contact for local government, business, and community partners he manages community economic development and redevelopment programs including: business attraction and retention programs, nonprofit grants management, contract administration, business technical assistance services, microenterprise development, economic development finance, revolving loan fund administration, improvement programs, project management, budgeting & analysis, public policy development, and workforce development training programs. Mr. Lerma will fill a Governmental, Economic, and Community Development seat on the Board.

Jerald Miller is the Dean of Career and Technical Education and Economic Development for the Santa Rosa Junior College. He is involved in the implementation and coordination of workforce development education at the post-secondary level in Sonoma County. He is committed to preparing students so that they have the skills, training, and education to achieve their career goals and that offer programs of study that the Sonoma County employers can rely on to hire and retain outstanding employees. He has been involved with career and technical education for the last twenty years as an instructor and administrator. Mr. Miller has served on the WIB since May 7, 2013. Mr. Miller fills an Education and Training seat on the Board.

Tim Reese is the Executive Director of Community Action Partnership (CAP) of Sonoma County. For close to thirty years Mr. Reese has managed or been the executive director for a variety of social service organizations. He has managed programs that have addressed issues related to traumatic brain injuries, HIV, domestic violence, and emergency food assistance. Mr. Reese comes to the WIB with a robust background that will be of great use when making decisions with regard to workforce issues. Mr. Reese fills a Business seat on the Board.

Chris Snyder is the District 10 Representative for Operating Engineers. He is a jobs advocate and represents workers that do work in the heavy and highway industry, surveying, crane operators, Caltrans workers and several other craft types. He has a strong interest in workforce development and being able to train the next generation in the Building Trades. Mr. Snyder has served on the WIB since

May 7, 2013. Mr. Snyder fills a Workforce Representative seat on the Board.

Carol Waxman is the Principal for the Petaluma Adult School. As a One-Stop Partner she represents a part of the regional plan for adult education in Sonoma County, per the mandate of AB86. Petaluma Adult School provides education and training to 1,500 individuals annually with programs ranging from high school diploma completion and family literacy to computer skills and apprenticeship training. Their mission is to provide high quality instruction to our diverse community of adult learners to achieve family, workforce and personal goals. Ms. Waxman fills a Education and Training seat on the Board.

Prior Board Actions:

March 7, 2017: Appointed two new members to the Workforce Investment Board.

December 6, 2016: Reappointed one member to the Workforce Investment Board.

August 2, 2016: Appointed one new member to the Workforce Investment Board, and reappointed four members to the Workforce Investment Board.

April 19, 2016: Appointed one new member to the Workforce Investment Board, and reappointed six members to the Workforce Investment Board.

December 8, 2015: Appointed one new member to the Workforce Investment Board, and reappointed eleven members to the Workforce Investment Board.

September 1, 2015: Appointed one new member to the Workforce Investment Board, and reappointed one member to the Workforce Investment Board.

May 12, 2015: Reappointed six members to the Workforce Investment Board.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Workforce Investment Board makes recommendations and participates 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			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures	0	0	0
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	0
Narrative Explanation of Fiscal Impacts:			
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 Workforce Investment Board Membership Roster			
Related Items "On File" with the Clerk of the Board:			
None			

Sonoma County Workforce Investment Board

Membership as of Tuesday, April 25, 2017

<u>Membership Category</u>	<u># of Seats</u>	<u>Name</u>	<u>Organization</u>
Business			
	1	Yale Abrams	Yale Abrams Consulting
	1	Ed Barr	P & L Specialties
	1	Robin Bartholow	North Coast Builders' Exchange
	1	Kristyn Byrne	C&S Waste Solutions
	1	Amy Crabb	Sonoma County Lodging Association
	1	Judy Coffey	Kaiser-Permanente
	1	Paul Duranczyk	Creekside Convalescent Hospital
	1	Brandy Evans	Goodwill Industries
	1	Ken Fischang	Sonoma County Tourism
	1	Steve Herrington	Sonoma County Office of Education
	1	Steve Herron	Exchange Bank
	1	Kristina Holloway	Healdsburg District Hospital
	1	Roy Hurd	Empire College
	1	Kimberly Keller	Nimble Rx
	1	Scott Kincaid	Facility Development Corporation
	1	Tim Reese	Community Action Partnership of Sonoma County
	1	Pedro Toledo	Petaluma Health Center
	1	Vacant	
Total Seats	18		
Workforce Representatives			
	1	Chris Knerr	Cement Masons
	1	Chris Snyder	Operating Engineers
	1	George Steffensen	North Bay Labor Council
	1	Stephanie Cabral	Experience Works
	1	Chris Page	California Human Development
	1	Stephen Jackson	Sonoma County Office of Education
	1	<i>Katrina Thurman</i>	<i>Social Advocates for Youth</i>
	1	Keith Dias	SMART Local #104
	1	Steve Stobel	IBEW Local #551
Total Seats	9		
Education and Training			
	1	Carol Waxman	Petaluma Adult School
	1	Jerald Miller	Santa Rosa Junior College
	1	Lynn Stauffer	Sonoma State University
Total Seats	3		
Governmental and Economic and Community Development			
	1	Al Lerma	Sonoma County Economic Development Board
	1	Debbie Antonsen	Employment Development Department
	1	Chris Fernandez	Sonoma County Department of Rehabilitation
	1	Bill Nordskog	United Way
Total Seats	4		

34 Total Membership

33 Seats Filled

1 Vacancy



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: April 25, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Gore (707) 565-2241

Supervisorial District(s):

Fourth District

Title: Appointment

Recommended Actions:

Approve the Appointment of Lea Black to the Advisory Council to Area Agency on Aging for a two-year term beginning on April 25, 2017 and ending on April 25, 2019. (Fourth District)

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 16-17

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: 26
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

Department or Agency Name(s): County Administrator's Office; Fire and Emergency Services

Staff Name and Phone Number:

Peter Bruland 565-3086
Al Terrell 565-1157

Supervisorial District(s):

All

Title: Fire Services Advisory Council Appointments

Recommended Actions:

- A) Reappoint Dan George, Scott Foster, and Chris Thomas as full members of the Fire Services Advisory Council and reappoint Bill Newman, Chris Aitchison and Eric Hoffmann as alternate members.
- B) Appoint Ray Mulas as a member of the Fire Services Advisory Council and Steve Akre as an alternate member.

Executive Summary:

The Fire Services Advisory Council (Council) was created to advise the Board of Supervisors on matters related to Fire Services. The initial appointments were made on April 19, 2016, and four members and their alternates have terms that are expiring on April 30, 2017. Region 4, located in the northwest portion of the county, has selected Scott Foster to continue as its primary member, and Chris Aitchison to continue as its alternate, and Region 8, located in the southwest portion of the county, has selected Dan George to continue as its primary member and Bill Newman to continue as its alternate. In Region 3, located in the southeast portion of the county, Mark Freeman has retired as Chief of Sonoma Valley Fire and Rescue Authority and will no longer be serving. The region has selected Ray Mulas as its new member, and Steve Akre as its alternate. Staff recommend that the Board confirm these appointments. Chris Thomas was appointed to one of the at large seats by the Board of Supervisors, with Eric Hoffmann as his alternate. Staff recommend that Chris Thomas and Eric Hoffmann be reappointed to full terms as the Primary and Alternate members for the first At-large seat.

Discussion:

As part of the 2014 Board priorities the county launched a multi-year project to create a more efficient, effective, and sustainable fire services in Sonoma County. In December 2015 staff returned to the Board to present consensus recommendations from the project's stakeholder Advisory Committee

regarding a governance model for the fire system and a request for \$9.4 million for implementing recommendations.

While the governance model recommendations saw a single agency as a long-term vision, it was not deemed practical in the short term. Instead, it opted for a Regional Model to assist with coordination and incentivize collaboration between agencies. The model consists of seven geographical regions based on existing dispatch zones and the establishment of a countywide Fire Services Advisory Council (Council).

On April 19, 2016, the Board created the Council to advise the Board of Supervisors on matters related to Fire Services. The Council originally consisted of 9 members, including 7 selected by agencies providing fire services in geographic regions of the county and 2 at large members selected by the Board of Supervisors. A map of the regions is attached. On February 21, 2017, the Board approved creation of a 10th seat to represent the Sonoma County Volunteer Fire Companies Association. Each member has an alternate. Going forward, all members will serve 2-year terms. To ensure continuity, four members and their alternates were initially assigned 1-year terms in order to ensure that future terms will be staggered. These one-year terms were selected by lot at the first meeting of the Council, in accordance with the bylaws of the Council. The seats that drew 1-year terms were those for Region 3, Region 4, and Region 8, as well as the first at large seat.

The Advisory Council has been meeting for a year. It has put forward recommendations to distribute the first year's funding, which were approved by the board on January 10 2017. Currently, it is engaged in a process to develop a longer-term plan for fire service delivery improvement in Sonoma County. A Standard of Cover study was contracted in October of 2016, and is due to be completed in May. In June, the Council will host a workshop to develop recommendations to guide future cooperation and consolidation efforts countywide.

Regions 3, 4, and 8 held public meetings of their regional councils in order to select members for their new, 2-year terms. Region 3 selected Ray Mulas, Chief of Schell-Vista Fire Protection District as its Primary Member and Steve Akre, Chief of Sonoma Valley Fire and Rescue Authority as its alternate. Ray Mulas previously served as Alternate Member for Region 3, and will replace Mark Freeman, who retired as Chief of Sonoma Valley Fire and Rescue Authority.

Region 4 voted to continue with Scott Foster, Captain at Timber Cove Fire Protection District as its primary member and Chris Aitchison, Assistant Chief at North Sonoma Coast Fire Protection District as its alternate. Region 8 voted to continue with Dan George, retired Chief of Gold Ridge Fire Protection District, as its primary member and Bill Newman, Board Member on Bodega Volunteer Fire Company, as its Alternate.

For the first at large seat, staff recommend continuing with Chris Thomas as the primary member and Eric Hoffmann as the alternate. Both have provided excellent service on the Board and Chris Thomas in particular has played a key role in organizing and staffing various subcommittees to help define the Council's work in the first year. With a number of key events that will define the Advisory Council and the Fire Service Project more generally slated to come forward in coming months, including the completion of a Standards of Cover Study and the holding of a facilitated workshop to better define the

future state of Fire Services in the County, staff feel that it is important to continue with the current members who have been engaged in the process for one more term.

Prior Board Actions:

February 21, 2017 – Added a seat to the Fire Services Advisory Council to represent the Sonoma County Volunteer Fire Companies Association.

April 19, 2016 – Adopted a resolution creating the Fire Services Advisory Council and appointing its initial members.

December 8, 2015 – Received the interim report on the Fire Services Project and give direction on recommendations of the Advisory Committee

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

Fire and emergency services are critical to the safety, health, and well-being of Sonoma County’s residents and visitors.

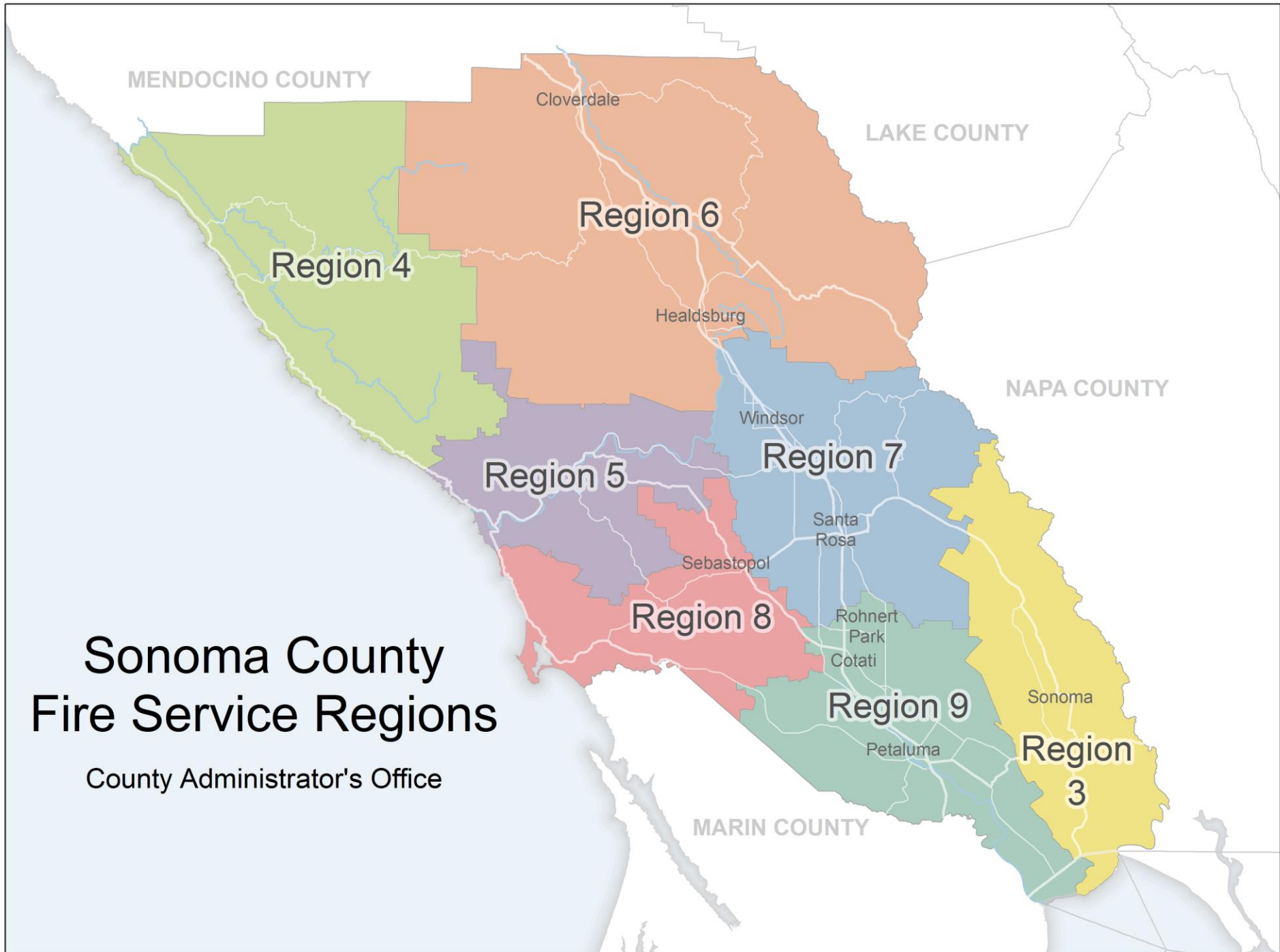
Fiscal Summary

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

Narrative Explanation of Fiscal Impacts:

There is no fiscal impact associated with this item.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment 1 – Map of Fire Service Advisory Council Regions			
Related Items “On File” with the Clerk of the Board:			



Sonoma County Fire Service Regions

County Administrator's Office



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 Agenda Date: April 25, 2017

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Supervisor Shirlee Zane
(707) 565-2241

Supervisorial District(s):

Third District

Title: Gold Resolution

Recommended Actions:

Adopt a Gold Resolution proclaiming the fourth Friday in April as Children's Memorial Flag Day throughout Sonoma County in memory of children who have died by violence. (Third District)

Executive Summary:

Adopt a Gold Resolution proclaiming the fourth Friday in April as Children's Memorial Flag Day throughout Sonoma County in memory of children who have died by violence. (Third District)

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

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



County of Sonoma
State of California

Date: April 25, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Proclaiming The Fourth Friday In April As Children's Memorial Flag Day Throughout Sonoma
County In Memory Of Children Who Have Died By Violence.**

WHEREAS throughout America, tragic cases of violence against children occur frequently and senselessly, destroy innocent lives and devastate families; and

WHEREAS the people of Sonoma County believe in the celebration of life, diversity and hope for the future through our children, and deplore and condemn acts of violence committed upon the children of our communities; and

WHEREAS MOVES (Minimizing Occurrences of Violence in Everyday Society) and the Sonoma County Human Services Department are committed to raising individual and public consciousness of the need to care for all our children and to honor young lives lost; and

WHEREAS MOVES has acquired a Children's Memorial Flag from the Child Welfare League of America, which has become a recognizable symbol of the need to do a better job of protecting children, and which is sponsoring a national effort to memorialize child victims, and which has been adopted in other California communities.

NOW, THEREFORE, BE IT PROCLAIMED, that in memory of children who have died by violence, the County of Sonoma does hereby proclaim the fourth Friday in April as Children's Memorial Day; and

BE IT FURTHER PROCLAIMED that the Children's Memorial Flag be flown on April 28 by the County of Sonoma and that the Sonoma County Board of Supervisors urge all citizens to increase their participation in efforts to prevent child abuse and child death, thereby strengthening the communities in which we live.

Supervisors:

Resolution #

Date:

Page 2

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 28
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Sylvia Lemus, 565-1702

Supervisorial District(s):

All

Title: 4th Annual Take Your Child to Work Day

Recommended Actions:

Adopt a resolution recognizing the County's 4th annual Take Your Child to Work Day.

Executive Summary:

National Take Our Daughters and Sons to Work Day is April 27, 2017. On that same day, here at the County of Sonoma, the 4th annual Take Your Child to Work Day event will be held. The annual career day serves as both an enriching educational experience for County employees' children and as an opportunity for County departments to highlight their programs, services, and careers.

On Thursday, April 27, 2017, employees and their children will arrive at the County Administration Building for the event that is scheduled from 1:00 to 3:30 p.m. The program will start with a short welcome by the County Administrator and the Board of Supervisors. Following the welcome, a wealth of exciting activities await the children in front of the Administration Building and on the lot of the Permit and Resources Management Department, where a number of different departments will set up activities, vehicles, booths, and offer tours.

Discussion:

In past years, the Take Your Child to Work Day event has experienced overwhelming success in the participation of County employees, their children, and many departments. Last year, the event drew 555 children, 376 adults, and the participation of 20 departments. We are planning on having similar participation this year.

The children of County employees will have the opportunity to experience what the adults in their lives do during the work day. This will help them to understand the potential future value of their education and to see the possibilities associated with a balanced work and family life. The event will help the children envision the future and begin taking steps toward their own goals in an interactive environment, which is key to their achieving learning success.

This year's activities include:

- The opportunity to participate in a number of tours, including the County's Information System's Data Center, General Service's Energy and Sustainability's House of Pressure, the Main Adult Detention Facility, and the Superior Court.
- The ability to meet and speak with Park Rangers, Fire Emergency personnel, Sparky, and other County professionals.
- Navigating a bomb detonating robot at the Sheriff's Office Open House.
- Getting a first-hand look inside fire trucks and patrol vehicles.
- An interactive tide pool and a taxidermy exhibit.
- A big, giant, super-size port-a-potty pooper scooper from the Water Agency.
- Viewing and petting cute and cuddly animals in The "Love Me Van", the Animal Shelter's Adoption Mobile Unit.

To commemorate the event, children in attendance will receive a special "County" badge on a lanyard and a Take Your Child To Work Day tote bag. Inside the bag, children will find a FREE Day Parking Pass to visit the Environmental Discovery Center at Spring Lake Regional Park, a FREE Sonoma County Fair admission ticket which can be redeemed with the purchase of an adult admission ticket, and a foldable Sonoma County Sheriff's patrol car. The children will also have nourishing healthy snacks and cold water available to them.

This year's planning committee is comprised of thirteen County employees from several departments - Child Support Services, County Administrator's Office, Health Services, Fairgrounds, Human Resources, Human Services, Information Systems, Public Defender's Office, Permit & Resources Management, Regional Parks, and Sheriff's Office. The committee is working diligently to ensure a safe, enjoyable Take Your Child to Work Day for the County's employees.

HR requests adopting a resolution to recognize the 4th annual Take Your Child to Work Day in honor of the County's employees and their children.

Prior Board Actions:

Board has authorized and supported the County's Take Your Child to Work Day event since 2014.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

The Take Your Child to Work Day event provides youth the opportunity learn about their civic duty and the value of public services. They will learn how the County's programs and services support the residents, infrastructure, and well-being of Sonoma County. It will also show youth the importance of education and how it leads to careers that support a thriving environment, allowing them to envision their own success and become future contributors to our community.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	2,600		
Additional Appropriation Requested			
Total Expenditures	2,600		
Funding Sources			
General Fund/WA GF	2,600		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	2,600		
Narrative Explanation of Fiscal Impacts:			
Human Resources has appropriations sufficient in its budget to cover the costs of this event. The budget will cover items such as commemorative lanyards, bags, and healthy snacks for the children.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
No staffing impact.			
Attachments:			
One resolution to recognize the 4 th Annual Take Your Child to Work Day.			
Related Items "On File" with the Clerk of the Board:			
None.			



County of Sonoma
State of California

Date: April 25, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, In Recognition of the 4th Annual Take Your Child To Work Day for County Employees.

Whereas, the National Take Our Daughters and Sons to Work Day is celebrated annually on the 4th Thursday in April, as a day to provide opportunities for children to explore careers at an early age, this year's national event is on April 27, 2017; and

Whereas, County employees' children will be able to participate in a local Take Your Child to Work Day at the County Administration Building on Thursday, April 27, 2017; and

Whereas, this event will provide an enriching educational experience for the children, showing them the potential value of their education, the career possibilities at the County of Sonoma, and how County employee's work benefits the entire Sonoma County community; and

Whereas, County departments and programs have been invited to highlight their services and participate in this program through booths, activities, tours, and employee participation; and

Now, Therefore, Be It Resolved that the 4th annual Take Your Child to Work Day event will inspire the children of County employees to pursue their full educational potential so they can, in turn, be strong current and future contributors to the Sonoma County community.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



Board of Supervisors

County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 25, 2017

Vote Requirement: 4/5

Department or Agency Name(s): Transportation and Public Works - Airport

Staff Name and Phone Number:

Susan Klassen (707) 565-2231

Supervisorial District(s):

All Districts

Title: Airport Note – Real Estate Acquisition for Approach Protection

Recommended Actions:

Approve a resolution authorizing the issuance and sale of a County Note to support Sonoma County Airport acquisition of property for runway approach protection in the amount of \$1,000,000 with a term ending April 25, 2018.

Executive Summary:

The Department of Transportation and Public Works, Airport Division is requesting the issuance of a \$1,000,000 County Note to assist with cash flow associated with the October 2013 purchase of a 10-acre parcel of property located at 1480 Sanders Road, Windsor, CA 95492.

The property was located within the Airport Master Plan and identified for acquisition in order to enhance public safety and reduce noise complaints by further protecting runway approaches and setbacks at the Airport. Total acquisition cost including land, buildings, relocation costs, and administrative expenses was in excess of \$1,000,000. Prior to the acquisition, the Airport received assurances that 90% of these costs would be reimbursed by a Federal Aviation Administration grant in future years. Based on these assurances, in October 2013 the County issued a \$1,000,000 note, and has renewed annually to provide the Airport operating liquidity until the Federal Aviation Administration grant is received.

Discussion:

The current \$1,000,000 note associated with the aforementioned land acquisition is due and payable on April 26, 2017 and the Airport is requesting the issuance of a new note at this time. Based on current Federal Aviation Administration budget allocations it is anticipated the Airport will receive a Federal Aviation Administration grant sufficient to retire the entire outstanding debt prior to September 30, 2017. In order to maintain the financial liquidity necessary to continue investing in

capital projects and Airport maintenance programs through the summer construction season, the Airport is requesting the following note be issued at this time:

NOTE REQUEST 2016-1 Ext 4:

Loan Purpose	Real property acquisition at the Airport
Loan Amount	\$1,000,000
Loan Term	Note is payable April 25, 2018.
Loan Interest Rate	The most recent calendar quarter pooled interest rate plus 75 basis points rounded up to the nearest tenth estimated at 2.10%
Loan Guarantee	General Fund – though the loan is guaranteed by the General Fund, actual repayment will come from reimbursement by the Federal Aviation Administration; explained in greater detail below

REPAYMENT SOURCE:

Principal	Federal Aviation Administration grant - 100%
Accrued Interest	Airport Enterprise Fund – operational revenue

RISK OF NON-PAYMENT:

The risk that the Federal Aviation Administration will not reimburse the County for this land acquisition within the term of the Note is negligible, as it is currently incorporated into the Federal Aviation Administration Western Region Airport Improvement Program budget. In the unlikely event the Federal Aviation Administration determines the acquisition is no longer eligible for reimbursement, Transportation and Public Works pledges its FY 17-18 contribution from the General Fund as a guarantee of loan repayment. This pledge is the result of an internal arrangement between Transportation and Public Works and the Airport Enterprise Fund (the operating fund for the Airport), regarding repayment of the General Fund contribution to the Department. At this time, Federal Aviation Administration grant reimbursement for this acquisition is anticipated prior to September 30, 2017.

Transportation and Public Works currently has \$8,700,000 in outstanding notes held in the County Pool. In addition, the Airport anticipates requesting issuance of an additional \$4,000,000 Treasury Note prior to June 30, 2017. Of the total \$12,700,000 in projected outstanding notes on June 30, 2017, \$4,500,000 will be retired with the use of Federal Aviation Administration grant proceeds prior to December 31, 2017 and \$6,200,000 will be refinanced via the issuance of a General Fund backed Certificate of Participation in early 2018 leaving \$2,000,000 in outstanding Notes at the end of County fiscal year 2017/18. The subject Note has been reviewed and approved by County Counsel, and the County Treasurer has agreed to purchase the Note.

4/26/16: No 28 Res. #16-0158 Board authorized the renewal issuance and sale of the note from the 10/15/13 board item.
3/10/15: No 19 Res. #15-0081 Board authorized the renewal issuance and sale of the note from the 10/15/13 board item.
3/18/14: No. 14 Res. #14-0097 Board authorized the renewal issuance and sale of the note from the 10/15/13 board item.

10/15/13: No. 17 Res. #13-0364 Board authorized the issuance and sale of a note for the acquisition of real property related to the Airport Master Plan and Approach Protection Plan.

Goal 3: Invest in the Future

The real property acquisition pertains to the Airport’s stewardship responsibilities for the operation of a key component of the County’s transportation infrastructure, said operation is a significant contributor to a strong and diverse economy that supports job growth and job retention for all residents.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		5,250	
Additional Appropriation Requested			
Total Expenditures		5,250	

Funding Sources

General Fund/WA GF			
State/Federal		1,000,000	
Fees/Other		5,250	
Use of Fund Balance			
Contingencies			
Total Sources		1,005,250	

The projected financial impact associated with renewal of the Note is limited to accrued interest estimated at \$5,250 as the property was purchased in October 2013. Total acquisition costs for the property exceeded \$1,150,000 which will result in a Federal Aviation Administration grant reimbursement in excess of principal balance due. Proceeds from the note are being used for cash flow until reimbursement is received from the Federal Aviation Administration, which is currently anticipated by September 30, 2017.

None

Attachments:
Note and Resolution
Board Resolution #13-0364; Board Resolution #14-0097; Board Resolution #15-0081; Board Resolution #16-0158

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF SONOMA
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
AIRPORT SERIES 2016-1 SONOMA COUNTY
(SUBJECT TO CALL AND REDEMPTION)

NOTE

No. 2016-1 Ext 4

\$1,000,000

The County of Sonoma, duly organized and existing under and pursuant to the Constitution and laws of the State of California, for value received hereby promises to pay to the registered owner the principal sum, not to exceed, of \$1,000,000 on April 25, 2018, and to pay interest on such principal sum from the date hereof at the rate earned by funds invested by the Sonoma County Treasurer in his "pooled investment account" as calculated in the most recent calendar quarter, plus 75 basis points rounded up to the nearest tenth. The interest rate will be set based upon the period ending March 31, 2017. The principal of this Note and accumulated interest due shall be payable to the registered owner only upon presentation of this Note at maturity. Both the principal of and interest on this Note are payable in lawful money of the United States of America at the Office of the Sonoma County Treasurer.

This Note, in the principal amount not to exceed \$1,000,000, represents the entire Note issue of the Series 2016-1 Ext 4 Note issue, and is issued under and pursuant to the laws of the State of California, including the provisions of Section 53850 and following, of the California Government Code (the "Law"), and pursuant to a resolution (the "Resolution") adopted by the Board of Supervisors of the County of Sonoma. Reference is hereby made to the Resolution for a specific description of the security therein provided for the payment of the principal of and interest on this Note, to all of the provisions of which the registered owner hereof by his acceptance of this Note hereby consents and agrees, and each subsequent registered owner of this Note has recourse to all of the provisions of the Resolution and the Law and is bound thereby.

The Board hereby covenants and warrants that it will pay promptly, when due, the principal of this Note and interest accruing hereon, all in accordance with the terms hereof and the terms and provisions set forth in the Resolution and the applicable Law.

It is hereby certified that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note, together with all indebtedness and obligations of the County, does not exceed any limit prescribed by the Resolution or the laws of the State of California.

This Note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by the Department giving the registered owner thirty (30) days' prior written notice thereof.

IN WITNESS WHEREOF, the County of Sonoma has caused this Note to be signed in its name by the Chair of the Board of Supervisors and countersigned by the Clerk of the Board, and has caused this Note to be dated April 25, 2017.

Chair, Board of Supervisors

ATTEST:

Clerk of the Board



County of Sonoma

State of California

Date: April 25, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The Issuance And Sale Of A Note In The Principal Amount Not To Exceed \$1,000,000 To Purchase Land For Approach Protection For The Sonoma County Airport

Whereas, the County of Sonoma ("County") is in need of a cash advance to purchase land of approximately 10.0 acres at the Sonoma County Airport to enhance the Airport's ability to protect the approaches to the Airport; and

Whereas, the County anticipates the receipt of grant reimbursement from the Federal Aviation Administration (FAA) for the acquisition of the land; and

Whereas, the County has completed the purchase of the land and is expecting reimbursement from the FAA prior to September 30, 2017; and

Whereas, the County is authorized pursuant to Government Code Section 53850 and following to borrow money on a temporary basis, provided such borrowed amount does not exceed eighty-five percent (85%) of the estimated amount of anticipated revenues that will be used to pay back the loan; and

Whereas, the Treasurer for the County is authorized pursuant to Government Code Section 53601(d) to invest in a note and desires to loan such funds to the County.

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

1. The Note. The \$1,000,000 Note authorized by the Resolution shall be designated "Sonoma County Department of Transportation and Public Works, Airport Series 2016-1 Ext 4 Note (hereinafter "The Note") and is being issued pursuant to the provisions of Government Code Section 53850 et seq. The amount of the Note is less than eighty-five (85%) of the estimated revenue the County anticipates receiving in this fiscal year from certain revenues that will be used to pay back the Note.

2. Security. The account receivable constituting the security on which the Note is being issued is the anticipated revenue from the Airport Enterprise Fund, including reimbursement anticipated from the Federal Aviation Administration. In addition the County pledges to pay the Note from any all revenue lawfully available to the County for repayment.

3. The Project. The Project consists of the purchase of approximately 10.0 acres of real property adjacent to the Sonoma County Airport. The initial estimated cost of such property includes appraisal, escrow and closing costs.

4. Authorization to Borrow and Issue Note. Pursuant to the provisions of Section 53850 and following Government Code, the County shall borrow the principal sum not to exceed \$1,000,000 and shall issue a single principal amount Note to evidence said indebtedness, which Note is hereby authorized to be issued for the purpose hereinabove set forth. The Board delegates to the Director of Transportation and Public

Resolution #

Date:

Page 2

Works the authority to sell and deliver the Note to the County Treasurer in exchange for the principal sum not to exceed \$1,000,000. The note shall be issued in registered form, shall be dated April 25, 2017, and shall mature on April 25, 2018. The Note shall bear interest at the rate earned by funds invested by the Sonoma County Treasurer in his "pooled investment account" as calculated in the most recent calendar quarter, plus 75 basis points rounded to the nearest tenth. Payment shall be due at the time of maturity of the note. The interest on principal of the Note shall be payable in lawful money of the United States of America at the office of the County Treasurer of Sonoma County, California.

5. Note to be Callable and redeemable. The Note shall be callable and redeemable in whole or in part at any time following its issuance and before maturity by the Board giving the registered owner of the Note thirty (30) days' prior written notice. The price of redemption shall be the prorated unpaid balance of principal and accrues interest at the date of redemption without penalty or premium.

6. Form of Note: The Note shall be substantially the following form:

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF SONOMA
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
AIRPORT SERIES 2016-1 SONOMA COUNTY
(SUBJECT TO CALL AND REDEMPTION)
NOTE

No. 2016-1 Ext 4

\$1,000,000

The County of Sonoma, duly organized and existing under and pursuant to the Constitution and laws of the State of California, for value received hereby promises to pay to the registered owner the principal sum not to exceed of \$1,000,000 on April 25, 2018, and to pay interest on such principal sum from the date hereof at the rate earned by funds invested by the Sonoma County Treasurer in his "pooled investment account" as calculated in the most recent calendar quarter, plus 75 basis points rounded up to the nearest tenth. The interest rate will be set based upon the period ending March 31, 2017. The principal of this Note and accumulated interest due shall be payable to the registered owner only upon presentation of this Note at maturity. Both the principal of and interest on this Note are payable in lawful money of the United States of America at the Office of the Sonoma County Treasurer.

This Note, in the principal amount not to exceed \$1,000,000, represents the entire Note issue of the Series 2016-1 Ext 4 Note issue, and is issued under and pursuant to the laws of the State of California, including the provisions of Section 53850 and following, of the California Government Code (the "Law"), and pursuant to a resolution (the "Resolution") adopted by the Board of Supervisors of the County of Sonoma. Reference is hereby made to the Resolution for a specific description of the security therein provided for the payment of the principal of and interest on this Note, to all of the provisions of which the registered owner hereof by his acceptance of this Note hereby consents and agrees, and each subsequent registered owner of this Note has recourse to all of the provisions of the Resolution and the Law and is bound thereby.

Resolution #

Date:

Page 3

The Board hereby covenants and warrants that it will pay promptly, when due, the principal of this Note and interest accruing hereon, all in accordance with the terms hereof and the terms and provisions set forth in the Resolution and the applicable Law.

It is hereby certified that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note, together with all indebtedness and obligations of the County, does not exceed any limit prescribed by the Resolution or the laws of the State of California.

This Note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by the Department giving the registered owner thirty (30) days' prior written notice thereof.

IN WITNESS WHEREOF, the County of Sonoma has caused this Note to be signed in its name by the Chair of the Board of Supervisors and countersigned by the Clerk of the Board, and has caused this Note to be dated April 25, 2017.

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

7. Authority to Execute Note. The Chair of the Board of Supervisors who may be in office at the date of the Note or at any time thereafter prior to the delivery of the Note is hereby authorized and directed to execute the Note, and the Clerk of the Board who may be in office at the date of the Note or at any time thereafter prior to such delivery of the Note is hereby authorized and directed as such officer to countersign by use of her manual signature on the Note. If any officer whose signature or countersignature appears upon the Note ceases to be an officer of the Board before the delivery of the Note to the purchasers, his or her signature or countersignature shall nevertheless be valid and of the same force and effect as if he or she had remained such officer.

8. Proceeds of Sale of the note Dedicated to the Project. The purchase price of the Note (except for the accrued interest received thereon) shall be deposited forthwith upon receipt in a special fund designated to be "Sonoma County Airport Land Acquisition" which fund has been established and is being administered by the County Auditor. All monies in said fund shall be applied to the payment of costs and expenses of the construction of the Project described in the recital paragraphs of this Resolution, including costs of issuance of the Note.

Resolution #

Date:

Page 4

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 30
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Services

Staff Name and Phone Number:

Nick Honey: 565-4343
Regina de Melo: 565-4346

Supervisorial District(s):

All

Title: Sonoma County Child Abuse Prevention Annual Report and Gold Resolution to acknowledge April as Child Abuse Prevention Month

Recommended Actions:

Accept the Sonoma County Annual Report on Child Abuse Prevention.
Adopt a resolution designating the month of April 2017 as Child Abuse Prevention Month in Sonoma County.

Executive Summary:

April is Child Abuse Prevention Month. As part of this national educational opportunity, the Sonoma County Human Services Department and the Child Parent Institute (CPI): 1) share information on child abuse and neglect prevention efforts countywide, and 2) request the Board of Supervisors to support child abuse prevention awareness and education by adopting a gold resolution.

Discussion:

Child abuse prevention requires a community-wide effort. The Human Services Department (HSD) partners with many community groups to reduce child abuse and neglect in Sonoma County. The Family, Youth and Children Division offers an array of prevention services programs to families with identified risk factors for potential child abuse, and significantly expanded community outreach through free, mandated reporter trainings — reaching more than 4,000 participants in 2016. Of the 5,516 phone calls concerning child abuse or neglect received through the Emergency Response Hotline in 2016, 2,220 reports required in-person investigation and 233 children were removed from unsafe homes.

The Human Services Department contracts with the Child Parent Institute (CPI) to operate the Prevent Child Abuse – Sonoma County Council, which coordinates the community's efforts in child abuse prevention, service coordination and awareness. The Council and the Sonoma County Human Services Department also partner to create and distribute the Annual Report on Child Abuse Prevention during April. This publication contains data illustrating the wide scope and impact of local child protection programs and services. It includes information on trauma-informed treatment for children and teens that have experienced abuse, recruitment information for potential foster parents, information and resources on parenting support and county-wide child abuse prevention

and intervention programs and services.

In 2017, the Human Services Department and Council will continue efforts to provide information about, and engage community partners in, child abuse prevention by continuing to expand the mandated reporter outreach program, offering prevention services to families being diverted from child welfare, implementing the annual Blue Ribbon campaign and coordinating interagency partnerships through the Council to prevent child abuse.

The Council works with a number of community partners to host the annual Blue Ribbon Training and Luncheon on April 27, 2017 in honor of Child Abuse Prevention Month. The luncheon begins at 11:30 am and will be held at the Hilton Sonoma Wine Country, located at 3555 Round Barn Boulevard in Santa Rosa. The keynote presenter is Judge Patricia Martin, the Presiding Judge of the Child Protection Division of the Circuit Court of Cook County, Illinois. During her tenure as Presiding Judge, she has developed innovative practices around child abuse prevention efforts and, as a result, the Child Protection Division's caseload has declined by 56%. Martin was also appointed to President Obama's Commission to Eliminate Child Abuse and Neglect Fatalities. The resolution designating April 2017 as Child Abuse Prevention Month will also be presented at this luncheon.

The Prevent Child Abuse – Sonoma County Council is authorized by the Sonoma County Board of Supervisors under the authority of the Welfare and Institutions Code Section 18980, Chapter 12.5, Child Abuse Prevention Coordinating Council Act. Since 2005, with funding from Child Abuse Prevention, Intervention and Treatment (CAPIT) and the Children's Trust Fund (CTF), the Council has provided a consistent forum for inter-agency cooperation and coordination in the prevention, detection and treatment of child abuse cases.

Prior Board Actions:

April 12, 2016, April 21, 2015, April 8, 2014, May 14, 2013, and April 10, 2012 - The Sonoma County Board of Supervisors has expressed their support of efforts to prevent child abuse and neglect by designating April to be Child Abuse Prevention Month in Sonoma County.

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

Public awareness and acknowledgement of child abuse prevention efforts supports a safe, healthy and caring community by engaging a wider audience of community members by sharing how they can support child abuse prevention efforts.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	0	0	0
Additional Appropriation Requested			
Total Expenditures	0	0	0
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	0
Narrative Explanation of Fiscal Impacts:			
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):			
N/A			
Attachments:			
Gold Resolution designating April as Child Abuse Prevention Month 2016 Annual Report on Child Abuse Prevention			
Related Items "On File" with the Clerk of the Board:			
None			



County of Sonoma
State of California

Date: April 25, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Designating April 2017 as Child Abuse Prevention Month.**

Whereas, in 2016, Sonoma County had 2,220 reports of child abuse and neglect that were serious enough to require in-person investigation to determine if allegations of abuse were substantiated, and 233 children were removed from unsafe and abusive homes; and

Whereas, child abuse has negative impacts on both individuals and the community; and

Whereas, effective engagement in prevention and early intervention are the most effective ways to stop child abuse; and

Whereas, Sonoma County Human Services, District Attorney, Probation, Health Services, Sheriff's office and community-based organizations have joined together in recognizing and supporting education, prevention and treatment efforts for all forms of child abuse; and

Whereas, every community member has a role to play in ending abuse;

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors hereby designate the month of April 2017 as Child Abuse Prevention Month in Sonoma County.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

HOW ARE Sonoma County Kids *Doing?*



PREVENT CHILD ABUSE
Sonoma County

protecting children and youth from abuse and neglect

THANK YOU TO OUR MANY COMMUNITY SUPPORTERS



SPECIAL PROMOTIONAL SECTION | APRIL 2017



APRIL IS NATIONAL CHILD ABUSE PREVENTION MONTH

Healthy, thriving children and youth are vital members of healthy, thriving communities. We know that experiences early in life have lasting effects that not only shape the trajectories of individual lives, but also determine the future health of communities. Every member of the community can play a role in ensuring that kids and teens grow up in safe, nurturing families.

The first step to helping create change is understanding the serious challenges many Sonoma County children and families are facing.

This publication highlights:

- The impact of child abuse on Sonoma County in 2016
- Services and programs working to prevent abuse and protect children
- The critical role of and urgent need for foster parents in Sonoma County
- Advice for helping struggling parents
- Support for adult survivors of child abuse
- Resources for offering hope through taking action

As professionals dedicated to helping children, teens and families thrive, we are grateful to every community member who partners with us in this work. It is our hope that these pages inform and inspire actions – large and small – that together create a healthier, stronger Sonoma County for all of us.

Karen Fies, Director
Sonoma County Human Services Department

Robin Bowen, Executive Director
Child Parent Institute

a community report from

PREVENT CHILD ABUSE Sonoma County

Since 2005, Child Parent Institute (CPI) has coordinated the countywide efforts of our local child abuse prevention council, Prevent Child Abuse – Sonoma County (PCA-SC). Our council provides a consistent forum for interagency cooperation and coordination in the prevention, detection, and treatment of child abuse cases. Funding is provided by the Sonoma County Human Services Department and approved by the Sonoma County Board of Supervisors.

PCA-SC supports family strengthening organizations by providing:

EDUCATION

Regular meetings provide networking and professional training for those involved in child abuse prevention and intervention services.

AWARENESS

We work to build a community that protects children and promotes healthy families, increasing community awareness and learning opportunities for parents, professionals and the public.

PCA-SC provides leadership for child abuse prevention through:

ADVOCACY

We advocate for policies that support families and protect children.

OUTREACH

We partner with the Sonoma County Human Services Department to offer regular trainings to help community partners identify and report suspected child abuse and neglect.

Interested in learning more or joining our steering committee?

EMAIL Robin Bowen: robinb@calparents.org



What do you already know about
**Protecting Sonoma
County Children
and Youth?**

Take the quiz



1 Who can report child abuse or neglect?

- A. Trained mandated reporters
- B. Anyone with concerns
- C. Law enforcement
- D. Medical professionals

2 All are types of child abuse, except:

- A. Physical
- B. Emotional
- C. Neglect
- D. Sexual
- E. Homelessness

3 The most common type of abuse is:

- A. Sexual
- B. Emotional
- C. Neglect
- D. Physical

4 Report concerns to the Child Protection Hotline when you have:

- A. Reasonable suspicion
- B. Verifiable proof
- C. Photographic evidence
- D. A detailed history of abuse or neglect

5 After investigation by Child Protection Services, about __% children are moved to foster care because their homes are unsafe:

- A. 3%
- B. 50%
- C. 65%
- D. 15%

6 How can we keep Sonoma County kids safe?

- A. Get to know children and youth in your community
- B. Connect with and support struggling families in your community
- C. Report child abuse or neglect
- D. Become a foster parent or enrich your family through adoption
- E. All of the above

Answers: How'd you do? 1-B; 2-E; 3-C; 4-A; 5-A; 6-E

Learn to Prevent Child Abuse & Neglect

Sonoma County Family, Youth and Children's Division offers free presentations to community members and training to professionals who are Mandated Reporters.

INFORMATION & SCHEDULING
FYCmandatedreporter@schsd.org | (707) 565-4329

FACT

WE ALL PAY THE PRICE FOR CHILD ABUSE

**THE
Economics
of Child
Abuse**

Sonoma County Human Services Department provided data on 2016 reported and verified cases. Monetary calculations are based on the 2015 rate of inflation. Costs do not include 2016 fatalities caused by child abuse. There were three child deaths caused by child abuse in Sonoma County in 2015, with each death costing nearly \$1.5 million in health care and loss of productivity, for a total loss of \$4.4 million to our community as a whole.



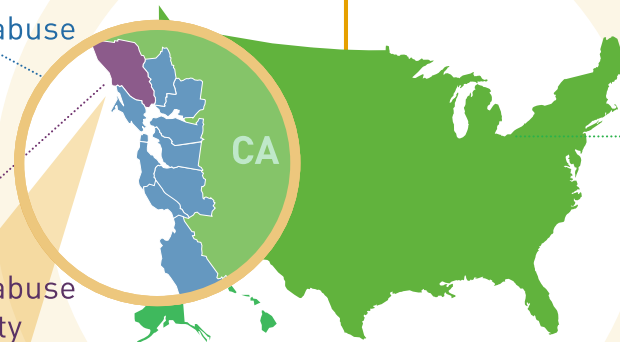
Thanks to the San Francisco Child Abuse Prevention Center + Haas School of Business, University of California Berkeley's Social Sector Solutions for the calculation formula. To learn more about the cost calculation, visit sfcapc.org/CostOfAbuse. Thanks to HAND Foundation for supporting the release of the report.

Every **10 minutes** a child abuse case is reported in the Bay Area.

~58,000 ❤️ reports of child abuse in the Bay Area every year

5,516 ❤️ reports of child abuse in Sonoma County in 2016

3.5+ MILLION ❤️ reports of child abuse in the U.S. every year



578 ❤️

verified cases in Sonoma County

X \$256,992

the cost per victim over the course of their lifetime

\$148.5 Million

The same amount of money could send more than **15,000 kids** to preschool.

FACT

child abuse incidents are vastly underreported and could cost the community as much as **\$3.05 Billion**

2016 SONOMA COUNTY CHILD ABUSE REPORT Prevention, Protection and Care

Many agencies belong to the local safety net that supports the well-being of children and youth.

The County of Sonoma Human Services Department Family, Youth and Children's Division alone invested \$724,000 in child abuse prevention in 2016. The following data describes the wide scope and impact of child welfare and protection programs and services.

PREVENTION

- **4,632** community professionals who are Mandated Reporters were trained in child abuse prevention and reporting. They included teachers, police, fire fighters and health care professionals.
- More than **1,400** residents and professionals were trained by Sonoma County ACEs Connection about the traumatic effects of Adverse Childhood Experiences in children and youth.

REPORTS AND INVESTIGATION

- **5,516** calls reported concerns to the Child Protection Hotline.
- **2,220** reports required investigation by Family, Youth and Children's Division.
- **The majority** of children could safely remain in their families with support from social workers and services, such as parent and child counseling, housing support, parenting classes and referrals to community resources.

- 233 Sonoma County children had to be brought into foster care because they weren't safe at home.
- There were **4,850** total allegations of the types of abuse listed below; often more than one type affected the same child or youth.
- Of that total, **754** were confirmed as neglect or abuse:

Allegation by Type

	% of 754
Neglect	58%
Emotional Abuse	12%
At Risk, Sibling Abused	8%
Caretaker Absence / Incapacity	7%
Physical Abuse	5%
Severe Neglect	5%
Sexual Abuse	4%
Exploitation	1%

FOSTER CARE / ADOPTION

- **631** individual youth were in foster care at some time during 2016. They were cared for by foster families and relatives, in group homes or in transitional homes for youth going to school or working.
- On average, **26** children were cared for each day at the County emergency shelter, Valley of the Moon Children's Home.
- **30** children and youth were adopted by forever families.

REUNIFYING CHILDREN & FAMILIES

- **100** children and youth returned to their families once they could be safely cared for. They spent an average of **246** days in foster care before returning home.
- **Others** remained in foster care, or left foster care when they became adults at age 18, entered legal guardianship or were legally emancipated.



URGENT NEED CARING FOSTER PARENTS



Remember when people
used to underestimate you —

and the one person who didn't ?

Contact us to find out if **YOU** would make a great foster parent.
(707) 565-4274 • www.SonomaFosterCare.org



Through no fault of their own, each day between
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Most just need a temporary haven while their parents get help
coping with the issues that created an unstable home.

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How children are treated in Our Community will shape their lives.
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Whether you are a teacher, firefighter, pastor, counselor, working professional, retiree or work in the
home, gay or straight, single or married, you can help fill the URGENT NEED for foster parents.

Consider becoming a foster parent, adoptive parent or host home.

Contact us today: (707) 565-4274 • www.SonomaFosterCare.org

***“Being an emergency foster family
has been a life-changing experience,
not only for me but my entire family.
Each precious child that has been
in our home has enriched our lives
immeasurably.”***

~A Sonoma County Foster Parent



SUPPORT *for* Adults Abused as Children

Many adults abused in childhood need a safe place to feel supported, grow and learn more about how those experiences shape who they are today.

Adults Abused as Children Anonymous empowers adults to create inner peace, lasting change and healing. Join a **free** weekly meeting:

Adults Abused as Children Anonymous

First United Methodist Church
1551 Montgomery Drive, Santa Rosa
admin@adultsabusedaschildren.com
(707) 861-0144
www.adultsabusedaschildren.com

THANK YOU!

Prevent Child Abuse-Sonoma County is grateful to the Board of Supervisors for its ongoing support to prevent child abuse and neglect.

PCA-SC Steering Committee:

Linda Carlson, Exchange Club and Umpqua Bank; Sybil Halloran, Center for Innovation and Resources; Ronit Rubinoff, Legal Aid of Sonoma County; Kaylene Hirtzer, Abbey Law Firm, Jody Rodgers, Lourdes Aguilera and Hayly Peacock, Child Parent Institute; and Monica Edwards, Sonoma County Human Services Department.

Parenting & Prejudice

by Grace Harris, Parent Resources Director, Child Parent Institute

I recently attended training on prejudice. Prejudice has to do with the attitudes and opinions one group holds about another. Sometimes we can be quite inflexible about these opinions. It struck me that parents as a group often experience prejudice. We seem to have an ideal image of what a “good parent” should be.

The list of expectations is long – always do the best for your child, keep your child safe at all times, be understanding, don’t lose your temper, help your child when needed and encourage independence otherwise. This list goes on. We get our ideas about ideal parenting from our experiences (both what we want and what we don’t want) and from media, friends and family.

Many people grow up in families that don’t approximate these ideals – families with little positive attention and a lot of anger, families with a lot of stress brought on by mere survival, families where discouragement and trauma has been passed down through generations. It is important to remember that *parents were once children too.*

When you see a parent who seems less than ideal, step back a minute and wonder if they are tired, if they have a challenging kid, if they are worried about making this month’s rent.

That said, if you see or suspect child abuse, report it. This allows families to get help.

But if you see a parent losing his or her temper or being inattentive, think – what could I do that would be kind? Could I distract the child and give the parent a break for a few seconds to calm down? Could I just smile at the parent and say, “I know – I had days like that when my children were little,” or “I think this hot/cold/rainy weather is making everyone feel frazzled.”

Let’s assume that most parents are trying, and a little bit of support can go a long way.

It’s important to remember that parents were once children too.





5 WAYS TO STRENGTHEN FAMILIES:

Focus On What's Strong, Not What's Wrong

There are five factors that healthy families have in common. Many local agencies build on these factors to support families.

Parental Resilience: The ability to cope and bounce back from challenges

Social Connections: Friends, family, neighbors, and others who provide emotional support and assistance

Knowledge of Parenting and Child Development: Accurate information about raising children and appropriate expectations for their behavior

Concrete Support in Times of Need: Being able to cover day-to-day expenses and unexpected costs that come up from time to time, access to supports such as health services, counseling, and other social services

Children's Social and Emotional Development: A child's ability to interact positively with others and communicate emotions effectively



Offer HOPE & HELP Volunteer, Donate & Learn

Join the community making a difference for Sonoma County children

HELP PREVENT NEGLECT & ABUSE

- If you suspect a child is being neglected or physically, emotionally, or sexually abused, call the local Child Protection Hotline, day or night: (707) 565-4304
- Schedule a presentation about child abuse prevention for your service group, congregation or employees: (707) 565-4320, fycmandatedreporter@schsd.org
- Promote parenting classes to parents you know who need support: (707) 585-6108, www.calparents.org.
- Donate to support the work of Prevent Child Abuse-Sonoma County: www.calparents.org/donate and select Child Abuse Prevention Outreach
- Learn about the lifelong negative effects of Adverse Childhood Experiences (ACEs) on individuals and communities: acetoohigh.com
- Attend a training on ACEs or schedule one for your group: acesconnection.com/g/sonoma-county-aces-connection
- Refer parents, children and youth to counseling services: (707) 284-1500

HELP FOSTER YOUTH

- Become a temporary foster parent or adoptive parent, or suggest it to someone you know: (707) 565-4274, sonomafostercare.org
- For youth at the emergency shelter, volunteer on-site or donate gift cards or gently used luggage: (707) 565-6350
- Schedule a presentation about foster care for your service group, congregation or employees: (707) 565-4274
- Support a foster child as a Court Appointed Special Advocate (CASA): (707) 537-6375, sonomacasa.org

- Donate to Valley of the Moon Children's Foundation to provide foster youth educational scholarships, dental care and other services: (707) 565-8380, vomcf.org
- Donate to the Redwood Empire Foster Parent Association (REFPA) to supply emergency clothing needs and educational and recreational opportunities: repfa.org

HELP OLDER FOSTER YOUTH

- Rent your spare room and guide a foster youth learning to live as an independent adult through TLC Child & Family Services: (707) 528-3020, tlc4kids.org
- Volunteer with older foster youth through Social Advocates for Youth (SAY): (707) 800-3967, saysc.org
- Donate travel-sized, personal hygiene products and professional clothing for job interviews to former foster youth at VOICES: (707) 579-4327, onthemovebayarea.org



Prevent Child Abuse-Sonoma County

2016 ANNUAL REPORT

APRIL 2017

HOW ARE Sonoma County Kids *Doing?*



child parent institute



"Empower, Support, Protect"

Human Services Department
COUNTY OF SONOMA



Nick Honey • Director, Family, Youth and Children • Human Services Department

Robin Bowen • Executive Director • Child Parent Institute

ABOUT

Prevent Child Abuse-Sonoma County



Child Abuse Prevention Coordinating Council Act

- WIC Section 18980, Chapter 12.5



Mission

- To coordinate the community's efforts to prevent and respond to child abuse

ABOUT

Prevent Child Abuse-Sonoma County

EDUCATION

- networking
- professional trainings

AWARENESS

- community-building
- learning opportunities

ADVOCACY

- policies that support families and protect children

OUTREACH

- partner to offer community trainings

*Support for Family
Strengthening Organizations*

*Leadership for
Child Abuse Prevention*

2016 SONOMA COUNTY CHILD ABUSE REPORT Prevention, Protection and Care

\$724k invested in prevention by FY&C alone

4,769 mandated reporters trained

1,400+ residents trained in ACEs

2016 SONOMA COUNTY CHILD ABUSE REPORT Prevention, Protection and Care

5,516
calls reported
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the Hotline

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Prevent Child Abuse-Sonoma County

2016 ANNUAL REPORT

APRIL 2017



child parent institute



"Empower, Support, Protect"

Human Services Department
COUNTY OF SONOMA



THANK YOU



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 and Board of Commissioners

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Margaret Van Vliet, 565-7505

Supervisorial District(s):

All

Title: Reinvestment and Revitalization Budget Policy: Status Update and Policy Revision

Recommended Actions:

1. Receive an informational report on the status of the Reinvestment and Revitalization Fund
2. Accept the recommended revised policy for use of the Fund in FY 2017-18
3. Provide guidance regarding potential future years' policy priorities

Executive Summary:

This agenda items seeks to update your Board on the status of the Reinvestment and Revitalization Fund ("Fund" or "R&R"), and to gain Board approval for a revised *Policy Regarding Use of Reinvestment and Revitalization Funds* that would give investments in affordable housing a higher priority than in past years, consistent with the Board's adoption of *Housing for All* as a strategic priority.

Discussion:

The Reinvestment and Revitalization Fund is made up of monies returned to the County General Fund as a result of the 2012 dissolution of California's redevelopment agencies. These monies are set aside in accordance with Board policy to fund former Sonoma County Redevelopment Agency projects previously approved by the Board of Commissioners of the Redevelopment Agency, including affordable housing projects and programs, and to supplement the County General Fund support for the Community Services Fund, which supports projects and programs in unincorporated areas of Sonoma County as well as projects and programs which promote economic development.

The Fund also includes residual Redevelopment Property Tax Trust Funds remaining after all other required distributions under Health and Safety Code section 34183 have been made. The Fund also includes any proceeds from the sale or liquidation of any remaining Redevelopment assets. The Sonoma County Auditor-Controller-Treasurer-Tax Collector apportions these monies each January and June. Every year since 2013, as part of the Board of Supervisors budget process, the County Administrator and the Community Development Commission (the former redevelopment agency)

provide a status update using ACTTC-generated figures, and confirm policy direction to guide use of available funds in the upcoming budget.

Given the housing crisis throughout Sonoma County and the recently-adopted *Housing for All* strategic priority, staff recommends a change in the Fund's policy to prioritize affordable housing development and preservation investments. Since 2014, affordable housing has been the sixth of six Fund priority areas; the recommended policy change would elevate affordable housing to the second policy priority area, after completion and confirmation of adequate funding for previously-approved and in-process redevelopment projects. This policy change, if adopted, would result in the following order of priority:

1. To fund former Sonoma County Redevelopment Agency projects previously approved by the Board of Supervisors acting as the Commissioners of the Redevelopment Agency.
2. To fund affordable housing development and preservation projects serving both homeowners and renters.
3. To supplement the County General Fund support for the services designed to mitigate the causes and conditions of homelessness within the Community Services Fund.
4. To fund other projects and programs of the former Sonoma County Redevelopment Agency and projects and programs that promote economic development. (This policy priority is a combination of three similar but previously separate policy areas.)

Attachment 1 provides the financial summary of past uses of the Fund, current allocations within the proposed policy areas, and a five-year projection of inflows and expenditures. Project updates and descriptions are provided below.

Policy Area 1: Former RDA Projects Previously Approved

Highway 12 Improvements (FY 2016-17: \$100,000 / FY 2017-18: \$1,858,725)

The basic Phase 2 Highway 12 improvements were completed in 2016 using Redevelopment Property Tax Trust Fund (Trust Fund) dollars under contract with the Successor Agency. Punch list items and related work to refine elements of the construction continue, although none are so significant that they impact use of the street and related improvements.

Although parking mitigation was a part of the contract for this public improvement project, the costs of roadway improvements, lighting and curb and gutters exceed previous estimates for that portion of the project. As a result, the Board of Supervisors set aside approximately \$827K from the Fund for this work to complete funding for the \$2.2 million estimated to be required for the parking mitigation effort. Staff is actively evaluating potential locations suitable for the creation of parking for the Springs, and has identified one potential location for Board consideration. Site acquisition, engineering and design, and construction of a parking project will follow Board approval of a negotiating strategy.

The current anticipated work required to complete the project, including parking mitigation measures, may cost more than is currently remaining or available in either allocated R&R Fund or Trust Fund

dollars available under the contract as written. Property Tax Trust fund resources are capped at the current contract levels by the terms of the Redevelopment Dissolution statutes, and therefore any additional expenses required to finalize the work associated to the Highway improvements project will reduce the funding available for parking mitigation. Additional analysis and input from Transportation and Public Works will be needed to inform the decision-making process regarding next steps.

Roseland Village (FY 2017-18: \$2,341,433)

The Roseland Village budget to complete redevelopment totaled \$6,657,697. \$5.4 million from the Fund was approved to support this. Attachment 1 details the \$599,226 from the Fund that was expended through 12/31/15, and the reimbursement of these monies to the Fund from the Successor Agency in February 2016.

\$2,614,186 of cash reserves will pay anticipated project costs through 6/30/17. In FY 2017-18, cash reserves will be exhausted. The project will rely on future Trust Fund receipts but is expected to incur costs faster than future Trust Fund receipts (receipts are estimated at \$869,600 in FY 2018-19 and FY 19-20, and \$602,233 in FY 2020-21).

CDC recommends \$2,341,433 from the R&R Fund in FY 2017-18 to pay project costs that exceed available Trust Fund resources, with the understanding that as the Trust Fund is replenished in FY 2017-18 through FY 2019-20, the R&R Fund will be repaid.

Russian River Water Quality Improvement (FY 2016-17: \$115,533 / FY 2017-18: \$975,000)

In 2016, County Administrative Office, Permit Sonoma and the Commission negotiated a Memorandum of Understanding regarding implementation of the Total Maximum Daily Load (TMDL) regulations between the County and the North Coast water Quality Control Board. This MOU was approved by the Board in December 2016. \$975,000 is available to complete the feasibility study as informed by the MOU. No additional funding is being requested and the Commission will work with County Administrator and Permit Sonoma to clarify roles and responsibilities going forward.

Guerneville Shelter and Day Services Center (FY 2016-17: \$1,200,000/FY 2017-18: 173,025)

A total of \$1.5 million has been budgeted for the development of day center and emergency shelter. The Commission continues to work with the community of Guerneville to consider possible sites for the placement of these services.

Policy Area 2: Affordable Housing Development and Preservation Projects Serving Both Homeowners and Renters (previously policy area 6: Affordable Housing Projects and Programs)

County Fund for Housing (FY 2016-17: \$1,200,000 / FY 2017-18: \$2,000,000)

R&R funds are requested to support the County Fund for Housing (CFH), established by the Board of Supervisors to develop and preserve affordable housing. In FY 2017, the \$1.2M R&R Fund investment in

the Housing Fund supplemented in-lieu fees and the Commission was able to offer \$4M through a competitive process, and award funding to four worthy and needed projects which are all now proceeding through development. These four projects include the Tiny Home Pilot Project; Celestina Senior Apartments; Ortiz Plaza Phase 2; and Roseland Village.

Going forward, the Commission will recommend updates to the policies that guide the use of the Housing Fund to attract developers and make it easier to leverage funds with other funding sources, including a recommendation to use the Fund for projects in incorporated areas to promote development in urban centers and in partnership with cities.

Housing Rehabilitation Loan Program (FY 2016-17: \$500,000 / FY 2017-18: \$500,000)

The Housing Rehabilitation Loan Program is a revolving loan fund that provides loans to assist low-income owners or residents to make residential improvements. Other funds used for similar purposes are less flexible, given their federal provenance. With \$500,000 from the R&R Fund, the Commission expects to be able to assist with the rehabilitation of up to 19 homes. Fifteen percent of funds will be used for the Commission's construction management costs.

Policy Area 3: Supplement Homeless and Community Services

Homeless System Support – FY 2016-17: \$556,000/FY 2017-18: \$700,000

Since 2013-14 the Fund has been used to augment the Community Services Fund, to provide winter shelter and "Code Blue" services, and to back-fill cuts from the State of California's Emergency Shelter Grant. It has also been used to pay for Sonoma County innovations advanced by the Board of Supervisors, including Safe Parking, Homeless Outreach Services Team (HOST), and to provide services at the Palms Inn. These resources have provided critical local flexibility in support of the overall homeless services system, which are primarily funded through federal resources.

In 2017-18, in recognition of the continuing homeless crisis and shrinking state and federal funds, the Commission will be embarking on a redesign of its overall homeless services system. This work will be done in collaboration with the existing providers and forums, and in consultation with cities, all of which are also seeking to align policy and budget to better address the state-wide crisis.

In FY 2017-18 the Commission recommends an increase in overall funding from the Fund to this system (from \$506,000 to \$700,000), and will return to the Board with specific line-item recommendations for deployment of the additional funds, informed by the redesign and emerging community process.

Policy Area 4: Other Projects and Program Priorities

Here, the costs for Roseland annexation and the investment in Andy's Unity Park are reflected. Whiel critical, these investments also effectively supplanted a new library and/or other infrastructure projects in the Roseland Village project.

Commercial Rehabilitation Loan Program (FY 2016-17: \$344,000/ FY 2017-18 \$150,000)

The Commercial Rehabilitation Loan Program is a revolving loan fund that assists a range of façade and structural improvements for commercial properties. The Commission recommends phasing out this program and to use the funds available to address the housing crisis. A total of \$1,462,750 of the R&R Fund was previously allocated for this program, which has been committed to loans for 43 projects that are either complete (27) or currently under construction (16), located in the former Roseland, Russian River, and Springs Redevelopment Project Areas, as well as in Geyserville, Graton, Southwest Santa Rosa, and unincorporated areas to the south and east of Sonoma.

Springs Hub Plaza, and Penngrove Pedestrian Safety Improvements - The Penngrove Pedestrian Improvements project is under design, and the installation of the four quadrant gate system is expected to be constructed early 2018. The Springs Hub Plaza project is awaiting assignment.

Policy Area: Administrative, Housing Successor, and ROPS Denied Costs

Fund Administrative Costs (FY 2016-17: \$299,520 / FY 2017-18: \$299,520)

The Commission has administrative costs to handle the budgeting, contracting, tracking, and reporting, and monitoring and compliance as contrasted with the direct project and construction management costs discussed under specific projects and programs (\$66,290), as well as the Special Projects Director position approved by your Board on April 21, 2015 (\$233,230).

Housing Successor Administrative Allowance (FY 2016-17: \$150,000 / FY 2017-18: \$150,000)

The State Department of Finance has repeatedly denied the \$150,000 annual Housing Successor Administrative Cost Allowance that was listed on Recognized Obligation Payment Schedules (ROPS) under the redevelopment dissolution scheme. This Housing Successor allowance was legally established in February 2014 to provide adequate funds for administration of inherited housing assets and obligations for five years, or until 2019. As authorized by your Board, the Commission has joined together with several other jurisdictions to file a lawsuit that seeks to have that denial overturned. The Commission here requests coverage of these costs pending resolution of the litigation from the Fund.

Prior Board Actions:

- 03/29/16: Board receives R&R update, reaffirms policy and approves the revised funding plan
- 06/16/15: Board approved FY 2015-16 Budget, including R&R Funds for specified projects and programs.
- 06/16/14: Board approved FY 2015-16 Budget, including R&R Funds for specified projects and programs.
- 06/10/13: Board approved FY 2015-16 Budget, including R&R Funds for specified projects and programs.
- 05/14/13: Board approved *FY 13-14 Policy Regarding Use of Reinvestment and Revitalization Funds*

Strategic Plan Alignment Goal 3: Invest in the Future

Economic and Environmental Stewardship and Housing

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	5,251,324	14,097,703	3,649,520
Additional Appropriation Requested			
Total Expenditures	5,251,324	14,097,703	3,649,520
Funding Sources			
General Fund/R&R Fund	5,251,324	14,097,703	3,649,520
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	5,251,324	14,097,703	3,649,520
Narrative Explanation of Fiscal Impacts:			
<p>R&R funding in the amounts listed in the Five-Year Funding Plan have been previously approved for FY 2016-17, and adjustments of \$5,251,324 have been made to include needed authority in the budget. Authority for FY 2017-18 in the amount of \$14,097,703 will be sought through the budget hearings based on projected expenses for that fiscal year. FY 2018-19 expenses are projected to be \$3,649,520.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<p>Att A Sonoma County Policy for Utilization of Reinvestment and Revitalization Funds Att B Reinvestment and Revitalization Fund Summary</p>			
Related Items "On File" with the Clerk of the Board:			

**Sonoma County
Policy for Utilization of
Reinvestment and Revitalization Funds**

Draft for Consideration by the Board of Supervisors

April 25, 2017

The Reinvestment and Revitalization Fund is made up of monies returned to the County General Fund as a result of the 2012 dissolution of California's redevelopment agencies. These monies are set aside in accordance with Board policy to fund former Sonoma County Redevelopment Agency projects previously approved by the Board of Commissioners of the Redevelopment Agency, including affordable housing projects and programs, and to supplement the County General Fund support for the Community Services Fund, which supports projects and programs in unincorporated areas of Sonoma County as well as projects and programs which promote economic development.

The Fund also includes residual Redevelopment Property Tax Trust Funds remaining after all other required distributions under Health and Safety Code section 34183 have been made. The Fund also includes any proceeds from the sale or liquidation of any remaining Redevelopment assets. The Sonoma County Auditor-Controller-Treasurer-Tax Collector apportions these monies each January and June. Every year since 2013, as part of the Board of Supervisors budget process, the County Administrator and the Community Development Commission (the former redevelopment agency) provide a status update using ACTTC-generated figures, and confirm policy direction to guide use of available funds in the upcoming budget.

Given the housing crisis throughout Sonoma County and the recently-adopted *Housing for All* strategic priority, staff recommends a change in the Fund's policy to prioritize affordable housing development and preservation investments. Since 2014, affordable housing has been the sixth of six Fund priority areas; the recommended policy change would elevate affordable housing to the second policy priority area, after completion and confirmation of adequate funding for previously-approved and in-process redevelopment projects. This policy change, if adopted, would result in the following order of priority:

1. To fund former Sonoma County Redevelopment Agency projects previously approved by the Board of Supervisors acting as the Commissioners of the Redevelopment Agency.
2. To fund affordable housing development and preservation projects serving both homeowners and renters.

3. To supplement the County General Fund support for the services designed to mitigate the causes and conditions of homelessness within the Community Services Fund.
4. To fund other projects and programs of the former Sonoma County Redevelopment Agency and projects and programs that promote economic development. (This policy priority is a combination of three similar but previously separate policy areas.)

Reinvestment and Revitalization Fund Summary

5-Year Funding Plan

As of 03/31/17

Beginning Balance July 1	9,926,561	19,334,733	12,827,412	854,709	824,072	926,747	
Estimated Revenue	Actual	Estimated	Projected	Projected	Projected	Projected	Estimated
	FY 13/14-15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	Total
Successor Agency Reimbursements for Highway 12	3,036,323	-	-	624,283	507,595	-	4,168,201
Successor Agency Reimbursements for Roseland Village	599,226	-	-	869,600	869,600	602,233	2,940,659
Interest on Cash, loan repayment, and misc. revenue	276,327	25,000	25,000	25,000	25,000	25,000	401,327
County Tax Apportionment	9,524,339	2,000,000	2,100,000	2,100,000	2,100,000	2,100,000	19,924,339
County Asset Liquidation Allocation	4,861,570	-	-	-	-	-	4,861,570
State Controller Audit Adjustment	1,074,281	-	-	-	-	-	1,074,281
Total Revenue	19,372,066	2,025,000	2,125,000	3,618,883	3,502,195	2,727,233	43,296,938
Projects / Programs	Actual	Estimated	Proposed	Proposed	Proposed	Proposed	Total
	FY 13/14-15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	Budgeted
<u>Policy Area 1 - Former RDA Projects Previously Approved</u>							
Highway 12 (TPW) - Reimbursed by Successor Agency	3,051,653	-	1,131,878	-	-	-	4,183,531
Hwy 12 Parking Mitigation (Funds to complete \$2.2M work)	-	100,000	726,847	-	-	-	826,847
Roseland Village Mixed Use Project - Reimbursed by Successor Agency	599,226	-	2,341,433	-	-	-	2,940,659
Monte Rio Wastewater Feasibility Studies	109,467	115,533	-	-	-	-	225,000
Russian River Water Quality Improvement	-	-	975,000	-	-	-	975,000
Guerneville Police and Security	249,092	-	-	-	-	-	249,092
Guerneville Homeless Shelter & Day Service Center	146,975	1,200,000	173,025	-	-	-	1,520,000
<u>Policy Area 2 - Affordable Housing Projects & Programs</u>							
County Fund for Housing	500,000	1,116,800	2,000,000	2,000,000	2,000,000	1,000,000	8,616,800
Housing Rehab Loan Program	511,281	500,000	500,000	500,000	500,000	500,000	3,011,281
Tiny Home Pilot Project	25,000	50,000	-	-	-	-	75,000
Housing Toolbox Work Plan	70,680	142,320	-	-	-	-	213,000
Russell Houses - Repair Reserve Fund	35,252	14,748	-	-	-	-	50,000
<u>Policy Area 3 - Supplement GF Support for Homeless and Community Services</u>							
Community Services Funding - Annual Competitive Grants	600,000	200,000	200,000	200,000	200,000	200,000	1,600,000
Homeless System Support	1,024,792	506,000	700,000	500,000	400,000	400,000	3,530,792
One-Time Homeless Supplemental Funding	285,000	1,293,400	-	-	-	-	1,578,400
<u>Policy Area 4 - Other Project & Program Priorities</u>							
Roseland/SW Santa Rosa Annexation Cost Sharing	-	2,500,000	-	-	-	-	2,500,000
Roseland Library & Other Potential Parks or Infrastructure Projects in SW SR	-	-	-	-	-	-	-
Andy's Unity Park	-	-	700,000	-	-	-	700,000
Day Labor Centers	203,063	-	-	-	-	-	203,063
Commercial Rehab Loan Program	1,462,750	344,000	150,000	-	-	-	1,956,750
Springs Hub Plaza & Other Projects	-	-	2,050,000	-	-	-	2,050,000
Pengrove Pedestrian Safety Improvements	250,000	-	2,000,000	-	-	-	2,250,000
<u>Policy Area - Administrative, Housing Successor, and ROPS Denied Costs</u>							
R&R Administrative Costs	539,663	299,520	299,520	299,520	299,520	299,520	2,037,263
Successor Agency Costs Denied on ROPS	300,000	150,000	150,000	150,000	-	-	750,000
Total Expenditures	9,963,894	8,532,321	14,097,703	3,649,520	3,399,520	2,399,520	42,042,478
Available Balance	19,334,733	12,827,412	854,709	824,072	926,747	1,254,460	1,254,460

Reinvestment & Revitalization



**PROJECT UPDATES
POLICY RECOMMENDATION
FIVE-YEAR FUNDING PLAN
FY 2016-17 TO FY 2020-21**

**COMMUNITY DEVELOPMENT COMMISSION
MARGARET VAN VLIET, EXECUTIVE DIRECTOR
APRIL 25, 2017**

Reinvestment & Revitalization



- **In 2012 California Dissolved Redevelopment Agencies**
- **State Department of Finance regulates repayment of redevelopment bond obligations from property tax revenues**
- **Incremental property tax returned to counties**
- **Sonoma County directs those funds to R&R to complete projects and address other similar needs**

Project Update: Highway 12



- **Phase 2 improvements completed in 2016**
- **Construction punch list and final modifications underway**
- **Parking mitigation planning activities underway in FY 2016-17**
- **Parking mitigation project work planned for FY 2017-18**

Project Update: Roseland



- **Predevelopment on all phases continues**
- **Environmental work on the site continues, including on-going monitoring of groundwater and closure of open cases with the State Water Board on the site**
- **Opened the linear park and playground on the Joe Rodota Trail, a parkette and public art on the site**
- **Development and Disposition Agreement to the Board late in 2017**
- **Construction of the Urban Open Space Plaza and Infrastructure Improvements in 2018**
- **Housing construction expected to start in 2019.**

Project Update: Homeless Services



- R&R augments Community Services Fund, winter shelter, and other essential services
- FY 2016 included substantial one-time funds, including back-filling a cut in State resources
 - Palms Inn
 - Safe parking
 - Homeless Outreach Services Team
 - “Code Blue”
- Continuing homeless crisis and funding challenges necessitate change in FY 2017-18
 - Engaging community partners to develop strategies
 - “Housing First” is guiding principle

R&R Recommended Policy



- **Housing for All Strategic Priority**
- **Elevate affordable housing production and preservation**
- **Recommended priorities:**
 - 1. Finish Redevelopment Projects
 - 2. Affordable housing
 - 3. Homeless services
 - 4. Other related projects and programs

Updated R&R Revenue Estimates

	Actual to 6/30/2016	Estimated FY 16-17	Projected FY 17-18	Projected FY 18-19	Projected FY 19-20	Projected FY 20-21	Total
Receipts to 6/30/13	\$ 9,926,561	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,926,561
Hwy 12 Reimb.	\$ 3,036,323	\$ -	\$ -	\$ 624,283	\$ 507,595	\$ -	\$ 4,168,201
Roseland Reimb.	\$ 599,226	\$ -	\$ -	\$ 869,600	\$ 869,600	\$ 602,233	\$ 2,940,659
Interest on Cash	\$ 276,327	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 401,327
RPTTF	\$ 9,524,339	\$ 2,000,000	\$ 2,100,000	\$ 2,100,000	\$ 2,100,000	\$ 2,100,000	\$ 19,924,339
Asset Liquidations	\$ 4,861,570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,861,570
State Controller Audit Adjust.	\$ 1,074,281	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,074,281
Total Revenue	\$19,372,066	\$2,025,000	\$2,125,000	\$3,618,883	\$3,502,195	\$2,727,233	\$43,296,938

- \$9.9 M from R&R has been committed to projects & programs under Board Policy through FY 15-16.
- \$12.8 M available for projects in FY 16-17.



R&R 5-Year Funding Plan

Policy Area 1:

**Former RDA Projects
Previously Approved**

	FY 16-17	FY 17-18
Highway 12	\$ -	\$ 1,131,878
Hwy 12 Parking Mitigation	\$ 100,000	\$ 726,847
Roseland Village Mixed Use Project	\$ -	\$ 2,341,433
Monte Rio Wastewater / Russian River Water Quality	\$ 115,233	\$ 975,000
Guerneville Homeless Shelter & Day Service Center	\$ 1,200,000	\$ 173,025



R&R 5-Year Funding Plan

Policy Area 2:

Affordable Housing Projects & Programs

	FY 16-17	FY 17-18
County Fund for Housing	\$ 1,200,000	\$ 2,000,000
Housing Rehab Loan Program	\$ 500,000	\$ 500,000
Tiny Home Pilot Project	\$ 50,000	\$ -
Housing Toolbox Work Plan	\$ 142,320	\$ -
Russell Houses - Repair Reserve Fund	\$ 14,748	\$ -



R&R 5-Year Funding Plan

**Policy Area 3:
Supplemental GF
Support for
Community Services
Fund**

	FY 16-17	FY 17-18
Community Services Funding - Annual Competitive Grants	\$ 200,000	\$ 200,000
Homeless Systems Support	\$ 506,000	\$ 700,000
One-Time Homeless Supplemental Funding	\$ 1,293,400	\$ -



R&R 5-Year Funding Plan

Policy Area 4:

Other Project and
Program Priorities

	FY 16-17	FY 17-18
Roseland / SW Santa Rosa Annexation	\$ 2,500,000	\$ -
Andy's Unity Park	\$ -	\$ 700,000
Commercial Rehab Loan Program	\$ 344,000	\$ 150,000
Springs Hub Plaza and Other Projects	\$ -	\$ 2,050,000
Penngrove Pedestrian Safety Improvements	\$ -	\$ 2,000,000



R&R 5-Year Funding Plan

**Administrative,
Housing Successor,
ROPS Denied Costs**

	FY 15-16	FY 16-17
R&R Administrative Costs	\$ 299,520	\$ 299,520
Housing Successor Admin Allowance – Denied on ROPS	\$ 150,000	\$ 150,000

R&R 5-Year Funding Plan



- **Total R&R recommendations**
 - FY 16-17: \$ 8,532,321
 - FY 17-18: \$ 14,097,703
 - FY 18-19: \$ 3,649,520
 - FY 19-20: \$ 3,399,520
 - FY 20-21: \$2,399,520
- **\$1.2 M remain in uncommitted funds available to assist priority projects and programs to be identified.**

Requested Actions



- **Accept status report on R&R projects**
- **Accept recommended revised policy for use of R&R for 2017-18**
- **Provide guidance on revised R&R Five-Year Funding Plan.**



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 and Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 25, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors, Sonoma County Water Agency

Staff Name and Phone Number:

Supervisor Susan Gorin – 565-2241
Supervisor David Rabbitt – 565-2241

Supervisorial District(s):

Title: Formation of Groundwater Sustainability Agencies

Recommended Actions:

- A) Authorize the Chair of the Board of Supervisors and the Chair of the Board of Directors of the Sonoma County Water Agency to sign a Joint Powers Agreement creating the Petaluma Valley Groundwater Sustainability Agency.
- B) Authorize the Chair of the Board of Supervisors and the Chair of the Board of Directors of the Sonoma County Water Agency to sign a Joint Powers Agreement creating the Santa Rosa Plain Groundwater Sustainability Agency.
- C) Authorize the Chair of the Board of Supervisors and the Chair of the Board of Directors of the Sonoma County Water Agency to sign a Joint Powers Agreement creating the Sonoma Valley Groundwater Sustainability Agency.
- D) Direct staff to create a process for accepting applications to serve as the County and Sonoma County Water Agency Board-appointed representatives on the Advisory Committees of the three Groundwater Sustainability Agencies.
- E) Authorize the General Manager of the Sonoma County Water Agency to enter into agreements with each Groundwater Sustainability Agency to provide technical, outreach, and grant-writing services.

Executive Summary:

The Sustainable Groundwater Management Act (Act) requires the formation of groundwater sustainability agencies by June 30, 2017, to manage groundwater in the Petaluma Valley, Sonoma Valley, and Santa Rosa Plain groundwater basins. Staff from the eligible agencies, as defined by the Act, have cooperated to develop a proposed governance structure for these agencies. Staff recommend that each of the three basins have a separate groundwater sustainability agency with a board made up of elected or appointed board members from the eligible agencies. Each groundwater sustainability agency would also have a strong advisory body including representatives of different interest groups in the basin appointed by the groundwater sustainability agency board. On March 28, 2017, staff presented an

overview of the proposals to the Board of Supervisors. Since that time, final details have been worked out. This includes a proposal for the first year of funding for the three agencies. For 2017-18, the County and the Sonoma County Water Agency (Water Agency) will each provide a total of \$315,566 to help fund initial costs of the agencies in each of the three basins, while other agencies will provide a total of \$768,889, for a total first year cost of \$1.4 million across the three basins. Staff recommend approval of the three joint powers agreements creating these groundwater sustainability agencies in substantially the form of the attached documents. In addition, staff seek direction to begin the process of recruitment for the three representatives of the County and the three representatives of the Water Agency on the Advisory Committees for the three basins and seek authorization for the Water Agency's General Manager to enter into agreements with the groundwater sustainability agencies to provide technical, outreach, and grant-writing services.

Discussion:

Sustainable Groundwater Management Act Overview

In September 2014, Governor Brown signed historic legislation requiring that California's critical groundwater resources be sustainably managed by local agencies. The Act requires the formation, by June 30, 2017, of new groundwater sustainability agencies in all basins designated as medium- or high-priority by the California Department of Water Resources. In Sonoma County, three of the county's 14 basins and sub-basins are currently designated as medium-priority: Santa Rosa Plain, Sonoma Valley and Petaluma Valley. No Sonoma County basins are currently designated as high-priority. If groundwater sustainability agencies do not form in one or more of the three basins, the State Water Resources Control Board can intervene and place the basin(s) on probationary status, direct groundwater management activities, require groundwater extraction reporting, and assess fees to local groundwater users until the local agencies are able to comply with the Act and form a groundwater sustainability agency for that basin.

These new agencies are tasked with assessing the conditions in their basins and adopting locally-based groundwater sustainability plans by January 31, 2022. Implementation of these plans must bring the basins into sustainability within 20 years of adoption. The Act defines sustainable management as managing and using groundwater in a way that can be sustained over a long period of time. Specifically, sustainable yield is defined as the amount of groundwater that can be withdrawn annually without causing "significant and unreasonable impacts" related to any of the following "undesirable results": chronically lowering groundwater levels, causing seawater intrusion, degrading water quality, causing land subsidence or depleting interconnected surface water (for example, creeks, streams and rivers). Following approval of the groundwater sustainability plan, the groundwater sustainability agency will provide regular reports to the State providing quantitative updates on progress toward reaching sustainability. Should a plan not be adopted by January 31, 2022 or should the agency fail to demonstrate progress toward sustainability, the State Water Resources Control Board can place the basin(s) on probationary status and direct groundwater management activities, as described above.

Following passage of the Act, County and Water Agency staff formed a workgroup consisting of representatives from the Water Agency, Permit Sonoma, County Counsel and the County Administrator's Office (Workgroup) to review the Act's requirements and consider governance options. The Workgroup reported back to the Board on March 17, 2015 and October 13, 2015 with updates and local implementation efforts. On January 5, 2016, the Board approved appointment of an ad hoc committee consisting of Supervisors Susan Gorin and David Rabbitt to guide staff in implementation of

the Act. This Committee has met with staff monthly to discuss implementation and guide discussions with staff at other agencies. On October 25, 2016, staff presented the updated framework for the groundwater sustainability agency governance options and took direction for final negotiation of the Joint powers agreements. On March 28, 2017 staff returned to present the framework for the proposed groundwater sustainability agencies. This item offers the completed joint powers agreements that will form the groundwater sustainability agencies for adoption. Drafts of the three joint powers agreements are attached. Other entities are bringing these joint powers agreements to their boards and councils during April and early May to approve these agreements.

Recommended Governance Structure

Framework

The initial stakeholder assessment found broad support for local control in each of the county's three medium-priority basins, but also recognized that there may be efficiencies of scale that should be realized. All boards and council's, including your board, signed off on this in the fall of 2015, and development of the governance structure has been based around these goals. The proposed joint powers agreements will set up three groundwater sustainability agencies: the Petaluma Valley Groundwater Sustainability Agency, the Santa Rosa Plain Groundwater Sustainability Agency, and the Sonoma Valley Groundwater Sustainability Agency. Each of these will manage the entirety of its basin. This will ensure that key decisions for each basin will be made by those in the basin, but also prevents the fragmenting and redundancy that would come from having multiple groundwater sustainability agencies in a single basin. The County and Water Agency, which have jurisdiction countywide, will be part of all three groundwater sustainability agencies. In addition, the principles approved by all boards and councils called for robust cooperation between the three groundwater sustainability agencies to ensure that they operate as efficiently as possible and maximize their competitiveness for state grants and other resources.

Governing Board

Under the proposed joint powers agreements, the board of each groundwater sustainability agency will be made up of one representative from each of the eligible entities that chooses to participate in that groundwater sustainability agency. Staff at one eligible entity, the City of Sebastopol, are not recommending that their council join the Santa Rosa Plain Groundwater Sustainability Agency. Only a small and largely undeveloped portion of Sebastopol overlies the Santa Rosa Plain groundwater basin, and all of the City's water supply wells are outside the basin. As discussed below, Sebastopol will still have a seat on the advisory committee for the Groundwater Sustainability Agency. Should Sebastopol choose to join the joint powers agreement, it will have a seat on the board and the financial contributions (discussed below) will be modified. All other provisions will remain the same. The City may also decide to join the Groundwater Sustainability Agency in the future, as provided in the joint powers agreement.

Likewise, if a new entity forms that is eligible to participate under the Act (e.g. a new water district overlying a portion of one of the basins), that entity will be allowed to join, assuming it agrees to the terms of the joint powers agreement for that Basin, including a potential funding requirement in line

with what others agencies are contributing. In the Santa Rosa Plain, where creation of a new entity seems the most likely, there is an additional provision for an entity that is going through the process of formation to receive a non-voting ex-officio seat after they have received approval from the Local Agency Formation Commission but before they have completed the formation process. Should such an entity fail to form, they will lose their ex-officio seat, while if they successfully form they will be able to join as a full member.

The Act allows mutual water companies and water corporations regulated by the California Public Utilities Commission to participate in a groundwater sustainability agency by agreement. In the Santa Rosa Plain, the mutual and Public Utilities Commission-regulated water companies have expressed an interest in participating and have worked out a memorandum of understanding among themselves to participate jointly. This group would then enter into a participation agreement with the Santa Rosa Plain Groundwater Sustainability Agency. Under the agreement, the mutual and Public Utilities Commission-regulated water companies will hold public meetings to select one member who would serve on the Groundwater Sustainability Agency board. These entities serve a significant number of customers in the Santa Rosa Plain, and staff recommend that their representative be given a seat on the Groundwater Sustainability Agency board. In the other basins there are very few customers served by mutual or Public Utilities Commission-regulated water companies. Staff have reached out to these entities, but they have not expressed a desire to participate on those groundwater sustainability agencies.

The table below shows the proposed board makeup in each basin.

Sonoma Valley	Santa Rosa Plain	Petaluma Valley
City of Sonoma	City of Santa Rosa	City of Petaluma
Valley of the Moon Water District	City of Rohnert Park	North Bay Water District
North Bay Water District	City of Cotati	County of Sonoma
County of Sonoma	Town of Windsor	Sonoma County Water Agency
Sonoma County Water Agency	County of Sonoma	Sonoma Resource Conservation District
Sonoma Resource Conservation District	Sonoma County Water Agency	
	Gold Ridge Resource Conservation District	
	Sonoma Resource Conservation District	
	Seat Representing Mutual Water Companies/Public	

	Utilities Commission-regulated water companies	
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Early in the stakeholder outreach process, accountability of the Groundwater Sustainability Agencies' boards was identified as a key issue. The board will potentially be making decisions that could greatly impact basin residents, including establishing regulations and fees. In order to ensure accountability the boards of all three Groundwater Sustainability Agencies will be composed only of elected officials and members of appointed boards, such as the Resource Conservation Districts' Board of Directors. In the Petaluma Valley, the recommendation is that staff be allowed to serve as an alternate (limited to executive-level, at-will staff), while in the other two basins alternates will also be elected or appointed members of the governing boards. This difference is based on a negotiated solution to local concerns in the various basins, and staff recommend the divergent approach. Attachments 4 through 6 detail the proposed governance structure in each of the three basins.

Voting

In all basins each member will have a single vote. Day-to-day decisions will require a simple majority of all members to pass. Major decisions including approval or modification of a groundwater sustainability plan, imposition of any fees or regulations, and passing the annual budget will require a supermajority. In the Sonoma Valley, a supermajority is set as 2/3 of all members. In Petaluma Valley, a supermajority is set as 2/3 of all members, but requires the two agencies with land use authority (the County and the City of Petaluma) to vote in the affirmative to pass. In the Santa Rosa Plain, a supermajority consists of 3/4 of all members. The differences are the result of negotiations around local circumstances – in the Petaluma Valley the City of Petaluma is the only municipality and contains the majority of the population and a large share of the area, but has only a single seat, which led to concerns that urban interests might be under-represented and the City's authorities curtailed within its boundaries. In the Santa Rosa Plain, the presence of a number of cities combined with the fact that rural residential and agricultural users are the primary uses of groundwater led to concerns that urban users might be able to impose rules on the rural users. The higher supermajority threshold ensures that major proposals will need broad support across entities. In all basins, imposition of financial commitments upon members will require a unanimous vote.

Advisory Bodies

The proposed joint powers agreements will create a strong advisory committee in each groundwater sustainability agency. These committees will provide broad-based input on development and implementation of the groundwater sustainability plans and implementation of groundwater sustainability agency policies, as well as other major decisions including development of regulations or fees. The advisory bodies will provide written recommendations in reports to the groundwater sustainability agency boards. They will strive for consensus, but where consensus is not reached the report will identify areas of agreement and disagreement. The advisory bodies may present their recommendations directly to the groundwater sustainability agency board, and if the board does not agree with the recommendations of the advisory committee, the board will need to state its reasons for the decision.

In all basins, the advisory committee will be made up of one member appointed by each groundwater sustainability agency-eligible entity, as well as members appointed by the groundwater sustainability agency board to fill seats designated to represent different interest groups including: agriculture, environmental interests, rural residential well owners, disadvantaged communities, and business interests. The Groundwater Sustainability Agencies will accept and review applications for these positions, and preference will be given to candidates that have the backing of multiple organizations or individuals within that interest group. In the Sonoma Valley and Petaluma Valley, it is envisioned that the seats appointed by the groundwater sustainability agency-eligible entities would be filled by community members. In the Santa Rosa Plain, there is a desire that either staff or community members be allowed to fill these seats in order to ensure that the interests of those entities are represented, to ensure that the advisory committee has access to technical knowledge, and because of concerns that some jurisdictions may not have community members who are willing and able to serve on the advisory body.

In the Santa Rosa Plain, Graton Rancheria has expressed its desire to participate in the advisory committee for the Santa Rosa Plain, and will have a seat on that body, with its representative selected by the Tribe. Lytton Rancheria, which also has tribal land overlying the Santa Rosa Plain, is not currently seeking a seat on the advisory committee. Should Lytton decide to participate they will also have a seat on the advisory body. Also, while Sebastopol is not expected to participate in the governing board of the Santa Rosa Plain Groundwater Sustainability Agency, it will be able to appoint a seat to the advisory committee.

If the joint powers agreements are approved, staff request direction to create a process for selecting the advisory committee members that are to be appointed directly by the Board of Supervisors and the Board of Directors of the Water Agency.

Future Review of Governance

Under the joint powers agreements, the three groundwater sustainability agencies will hold public meetings to review the agreement at certain points in the future in order to ensure that the governance structure addresses the interests and concerns of those affected by its activities. The first such meeting will be held upon completion of the initial fee study, when there is a better idea of how the agencies will be funded going forward and who will be impacted by fees. Another will be held within three years of submittal of the groundwater sustainability plan to the California Department of Water Resources, when it will be better understood what projects or regulations will be required to achieve sustainability. Additional meetings to review the agreement and governance will be held at least once every ten years.

Financing

Wherever possible, the groundwater sustainability agencies will pursue grant funding to offset future costs. To date the local agencies participating in the formation process have been successful in obtaining a \$250,000 State grant to fund development of a data management system required by the Act that will be used in all three basins and \$130,100 from the State for facilitation assistance. The State has allocated \$100 million in funding from the Proposition 1 Water Bond for implementation of the Act

statewide, of which about \$10 million has already been awarded. The groundwater sustainability agencies will aggressively pursue their share of grants, however it is likely this funding will not be released until 2018, and thus will not be available to assist in the initial costs of the groundwater sustainability agencies.

The Act also provides groundwater sustainability agencies the authority to charge fees to recover the costs of managing groundwater. While it is hoped that, in combination with grant funding, this will eventually allow the groundwater sustainability agencies to be self-sufficient, gap funding will be necessary during the initial period after formation. During this period, contributions from groundwater sustainability agency members will be necessary. Because of uncertainty around the ultimate costs of the groundwater sustainability agencies and the amount of grant funding that will be available, discussions have focused on funding for Fiscal Year 2017-18 only, except in the Santa Rosa Plain as described below, and have focused on ensuring that costs are as low as possible while ensuring high levels of community engagement and ensuring that the groundwater sustainability agencies do not fall behind on drafting their Plans.

The proposed joint powers agreement includes commitments of between \$460,000 and \$470,000 per basin during the first year, or \$1,400,000 total across the three basins. This is on the low end of costs being estimated by other agencies in the State, but staff feel that due to past work on groundwater and the ability to cooperate across the three basins, these costs are reasonable. The County and Water Agency are each committing \$315,556 in 2017-18. Funds will be budgeted in the two agencies fiscal year 2017-18 budgets, with County funds coming from the General Fund, and Water Agency Funds being paid 1/3 from Water Transmission Funds and 2/3 from Water Agency General Funds. The table below lays out the costs in the three basins as well as the County and Water Agency Commitments for 2017-18.

Basin	Total Year 1 Cost	County Share	Water Agency Share	Paid by other members
Petaluma Valley	\$470,000	\$143,333	\$143,333	\$183,333
Santa Rosa Plain	\$460,000	\$55,000	\$55,000	\$350,000
Sonoma Valley	\$470,000	\$117,222	\$117,222	\$235,556
Total	\$1,400,000	\$315,556	\$315,556	\$768,889

The primary driver of the different cost allocation the County and Water Agency in each basin is the number of entities participating in the basin, as costs are largely fixed and must be spread across the participating entities. The amounts listed assume a participation of all members listed in the governance structure tables. Should Sebastopol opt to join the Santa Rosa Plain Groundwater Sustainability Agency, costs for the County and Water Agency will decline. Similarly, should additional entities opt not to join the groundwater sustainability agencies, costs for remaining members would increase.

In the Santa Rosa Plain, the Agreement includes a second year's commitment as well. The total cost for

2018-19 is estimated at \$530,000, and the County and Water Agency will commit \$64,000 each. It is anticipated that funding from member agencies will be needed to support the other two Groundwater Sustainability Agencies in Year 2 as well.

Contributions may be made either in cash or in the form of in-kind services under contract with the groundwater sustainability agencies.

Staffing and other services

Initial staffing for the three groundwater sustainability agencies will be done under contract with member entities or third parties. Each groundwater sustainability agency will have an interim administrator, who will serve during the first year or until the groundwater sustainability agencies board appoints a new administrator or manager. In the Petaluma Valley, the joint powers agreement names the Sonoma Resource Conservation District as the interim administrator. In the Santa Rosa Plain and Sonoma Valley no interim administrator is named in the joint powers agreement, but it is anticipated that Gold Ridge Resource Conservation District will serve in this function in the Santa Rosa Plain and that the Valley of the Moon Water District will serve in this function in the Sonoma Valley. In all three basins, the County Treasury will be the initial treasurer for the groundwater sustainability agencies.

The three agencies will need to be engaged immediately in a number of tasks, including beginning work on the groundwater sustainability plans and continued public outreach. In addition, the next round of state Proposition 1 grant funding is expected to be made available starting this summer, so it is important that the groundwater sustainability agencies be ready to apply for this funding. Staff across the basins agree that the Water Agency is well positioned to provide these services. As such, this item requests authorization for the Water Agency’s General Manager to enter into contracts with the groundwater sustainability agencies to provide technical, outreach, and grant-writing services to ensure that there is no delay in the groundwater sustainability agencies ability to begin work in these areas. Draft scopes of work for these services are included as attachment 7.

Next Steps

Assuming approval of the joint powers agreements, the three groundwater sustainability agencies will hold public hearings to declare themselves the Groundwater Sustainability Agency for their respective basins in late May or June, and will file the necessary documents with the California Department of Water Resources by June 30, 2017. At the March 28 Board meeting, the Chair appointed the initial members to the three groundwater sustainability agency boards:

Basin	County Representative	Water Agency Representative	Alternate (for both seats)
Petaluma Valley	David Rabbitt	Susan Gorin	James Gore
Santa Rosa Plain	Shirlee Zane	Lynda Hopkins	Susan Gorin

Sonoma Valley	Susan Gorin	David Rabbitt	James Gore
<p>County and Water Agency costs associated with the Groundwater Sustainability Agencies will be included in the 2017-18 budget.</p>			
<p>Prior Board Actions:</p>			
<p>3/28/2017 – Receive an update on the implementation of the Sustainable Groundwater Management Act and appointed initial representatives to the Groundwater Sustainability Agency Boards. 3/15/2016 – Approve the charter of the Sustainable Groundwater Management Act ad hoc committee and authorize the chair to submit comments to the Department of Water Resources on Draft Groundwater Sustainability Plan Emergency Regulations. 1/5/2016 – Creation of Ad Hoc Committee for implementation of the Sustainable Groundwater Management Act. 10/13/2015 – Receive an update on the Sustainable Groundwater Management Act and approve principles for developing groundwater sustainability agency governance options, recommended groundwater sustainability agency structure, and communication and outreach plan. 3/17/2015 – Receive a report on the Sustainable Groundwater Management Act and the recommended strategy for initial implementation in Sonoma County.</p>			
<p>Strategic Plan Alignment Goal 3: Invest in the Future</p>			
<p>Continued work on groundwater management will benefit the community by increasing water supply reliability, minimizing adverse impacts to groundwater, enhancing local management of groundwater resources, and may lead to future economic opportunities through available state grant funding programs.</p>			
<p>Water Agency Water Supply Goals and Strategies, Goal 2: Protect the Water Agency's existing water rights and our clean, high-quality water supply, and improve system resiliency by continuing to develop alternative supplies.</p>			

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		\$631,111	\$128,000
Additional Appropriation Requested			
Total Expenditures		\$631,111	\$64,000
Funding Sources			
General Fund		\$315,556	\$64,000
WA General Fund		\$210,370	\$42,667
State/Federal			
Fees/Other		\$105,185	\$21,333
Use of Fund Balance			
Contingencies			
Total Sources		\$631,111	\$128,000
Narrative Explanation of Fiscal Impacts:			
<p>The joint powers agreements include commitments of \$315,556 each from the County and Water Agency for Fiscal Year 2017-18. The County share will be paid from the General Fund. The Water Agency Share will come 2/3 from the Water Agency General Fund and 1/3 from the Water Transmission fund. For Fiscal Year 2018-19, only the Santa Rosa Plain agreement contains a commitment to provide funding, totaling \$64,000 each for the County and Water Agency. It is anticipated that additional funding will be needed for the other two basins but amounts will depend on the budgets adopted by the groundwater sustainability agencies and the availability of grant funds. Any imposition of costs onto the members will require a unanimous vote of the groundwater sustainability agencies' boards.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment 1 –Joint Powers Agreement creating the Petaluma Valley Groundwater Sustainability Agency			

Attachment 2 –Joint Powers Agreement creating the Santa Rosa Plain Groundwater Sustainability Agency
Attachment 3 –Joint Powers Agreement creating the Sonoma Valley Groundwater Sustainability Agency
Attachment 4 – Sonoma Valley GSA Governance Staff Recommendations
Attachment 5 – Santa Rosa Plain GSA Governance Staff Recommendations
Attachment 6 – Petaluma Valley GSA Governance Staff Recommendations
Attachment 7 – Scope of work

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

**JOINT EXERCISE OF
POWERS AGREEMENT**

creating the

**PETALUMA VALLEY
GROUNDWATER
SUSTAINABILITY AGENCY**

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PETALUMA VALLEY GROUNDWATER SUSTAINABILITY AGENCY JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (“**Agreement**”) forming the Petaluma Valley Groundwater Sustainability Agency (“**Agency**”) is made and entered into as of **Month/Day/Year** (“**Effective Date**”), by and among the public agencies listed on the attached Exhibit “A” (collectively “**Members**” and individually “**Member**”) for the purpose of forming a Groundwater Sustainable Agency (“**GSA**”) and achieving groundwater sustainability in the Petaluma Valley Groundwater Basin.

RECITALS

WHEREAS, the comprehensive groundwater legislation collectively enacted and referred to as the “Sustainable Groundwater Management Act” (“**SGMA**”) initially became effective on January 1, 2015;

WHEREAS, the stated purpose of SGMA, as set forth in California Water Code section 10720.1, is to provide for the sustainable management of groundwater basins at a local level by providing local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater;

WHEREAS, SGMA requires the designation of Groundwater Sustainability Agencies (“**GSAs**”) for the purpose of achieving groundwater sustainability through the adoption and implementation of Groundwater Sustainability Plans (“**GSPs**”) or an alternative plan for all medium and high priority basins as designated by the California Department of Water Resources;

WHEREAS, each Member is a local agency, as defined by SGMA, within the Petaluma Valley Basin (“**Basin**”) which is designated basin number 2-01 in Department of Water Resources Bulletin No. 118 and which is designated as a medium priority basin;

WHEREAS, SGMA requires that the Basin have a designated GSA or GSAs by no later than June 30, 2017 and an adopted GSP or GSPs by no later than January 31, 2022;

WHEREAS, SGMA authorizes a combination of local agencies to form a GSA by entering into a joint powers agreement;

WHEREAS, the Members are authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code) (“**Act**”) to create the Agency for the purpose of jointly exercising those powers granted by the Act and any additional powers which are common among them;

WHEREAS, the Members, individually and collectively, have the goal of cost effective sustainable groundwater management that considers the interests and concerns of all beneficial uses and users of groundwater;

WHEREAS, the Members encourage the Agency, once formed, to consider available measures under SGMA and the SGMA regulations designed to promote sustainability and efficient

supervision of the Basin, including the potential for the establishment of management areas;

WHEREAS, in order to promote efficiency and sharing of resources, the Members, individually and collectively, encourage coordination between and among GSAs in Sonoma County; and

WHEREAS, the Members hereby enter into this Agreement to establish this Joint Powers Authority to form a GSA and undertake the management of groundwater resources pursuant to SGMA;

AGREEMENT TERMS

NOW THEREFORE, in consideration of the matters recited and the mutual promises, covenants, and conditions set forth in this Agreement, the Members hereby agree as follows:

Article I: Definitions

Section 1.01 – Definitions.

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

(a) “Act” shall mean the Joint Exercise of Powers Act, set forth in Chapter 5 of Division 7 of Title 1 of the California Government Code, sections 6500, *et seq.*, including any amendments thereto.

(b) “Agreement” means this Petaluma Valley Groundwater Sustainability Agency Joint Exercise of Powers Agreement.

(c) “Agency” shall mean the Petaluma Valley Groundwater Sustainability Agency, which is a separate entity created by this Agreement pursuant to the Act.

(d) “Basin” shall mean the Petaluma Valley Groundwater Basin which is designated basin number 2-01 in Department of Water Resources’ Bulletin No. 118 and as its boundaries may be modified from time to time through the procedures described in California Water Code section 10722.2 or by the Department of Water Resources under its separate authority.

(e) “Board of Directors” or “Board” shall mean the governing body of the Agency as established by Section 6.01 of this Agreement.

(f) “Bylaws” shall mean the bylaws adopted by the Board of Directors pursuant to Section 9.05 of this Agreement to govern the day-to-day operations of the Agency.

(g) “Fiscal Year” shall mean July 1st through June 30th pursuant to Section 10.03 of this Agreement.

(h) “Groundwater Sustainability Agency” or “GSA” shall have the meaning set forth in California Water Code section 10721(j).

(i) “Groundwater Sustainability Plan” or “GSP” shall have the meaning set forth in

California Water Code section 10721(k).

(j) “Local Agency” or “Local Agencies” shall have the meaning set forth in California Water Code Section 10721(n).

(k) “Member” or “Members” shall mean the local agencies listed in the attached Exhibit “A” that have executed this Agreement, including any new Members that may subsequently join this Agency with the authorization of the Board, pursuant to Section 5.02 of this Agreement.

(l) “Plan Manager” shall mean the person designated by the Board to oversee the preparation and implementation of the GSP and who has been delegated management authority for submitting the GSP, GSP amendments, annual reports, and five-year assessments and serving as the point of contact between the Agency and the Department of Water Resources. The Plan Manager shall be a professional engineer, professional geologist or certified hydrogeologist.

(m) “Primary Director” and “Alternate Director” shall mean a Primary Director or Alternate Director appointed by a Member pursuant to Section 6.02 of this Agreement.

(n) “Sustainable Groundwater Management Act” or “SGMA” shall mean the comprehensive groundwater legislation collectively enacted and referred to as the “Sustainable Groundwater Management Act” (“SGMA”) as codified in California Water Code Sections 10720 *et seq.* and as may be amended in the future.

Article II: Agency Creation

Section 2.01 – Creation of the Agency.

There is hereby created a joint powers agency known as the Petaluma Valley Groundwater Sustainability Agency (“Agency”). The Agency shall be, to the extent provided by law, a public entity separate from the Members of this Agreement.

Section 2.02 – Purpose of the Agency.

The purpose of this Agreement, and the creation of the Agency, is to provide for the joint exercise of powers common to the Members, to specifically include powers granted by SGMA, for the purpose of cooperatively carrying out the requirements of SGMA, including, but not limited to, serving as the GSA for the Basin.

Article III: Term

Section 3.01 – Term.

This Agreement shall become operative on the Effective Date provided that at least two of the Members listed in Exhibit A have executed this Agreement by said date. If an eligible agency listed in Exhibit A has not executed this Agreement by May 16, 2017, its membership will be subject to the process for inclusion of new Members set forth in Section 5.02; provided, however, that if an eligible agency is diligently pursuing approval of this Agreement by its governing board

and has obtained governing board approval not later than May 26, 2017, then that agency may execute this Agreement and become a Member without complying with Section 5.02.

This Agreement shall remain in effect until terminated by the unanimous written consent of all then active Members or until there are less than two Members remaining in the Agency; provided, however, that this Agreement shall remain in effect during the term of any contractual obligation or indebtedness of the Agency that was previously approved by the Board.

Article IV: Powers

Section 4.01 – Powers.

The Agency shall possess the ability to exercise those powers specifically granted by the Act and SGMA, subject to the terms of this Agreement. Additionally, the Agency shall possess the ability to exercise the common powers of its Members related to the purposes of the Agency, including, but not limited to, the following, subject to the terms of this Agreement:

- 4.1.1 To designate itself the GSA for the Basin pursuant to SGMA.
- 4.1.2 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency and the adoption and implementation of the GSP.
- 4.1.3 To develop, adopt and implement a GSP for the Basin pursuant to SGMA.
- 4.1.4 To employ agents and employees.
- 4.1.5 To obtain legal, financial, accounting, technical, engineering, and other services needed to carry out the purposes of this Agreement.
- 4.1.6 To conduct studies, collect and monitor all data related and beneficial to the development, adoption and implementation of the GSP for the Basin.
- 4.1.7 To perform periodic reviews of the GSP including submittal of annual reports.
- 4.1.8 To register and monitor wells within the Basin.
- 4.1.9 To issue revenue bonds or other appropriate public or private debt and incur debts, liabilities or obligations.
- 4.1.10 To exercise the powers permitted under Government Code section 6504 or any successor statute.
- 4.1.11 To levy taxes, assessments, charges and fees as provided in SGMA or otherwise provided by law.
- 4.1.12 To regulate and monitor groundwater extractions as permitted by SGMA, provided that this Agreement does not extend to a Member's operation of its

system to distribute water once extracted or otherwise obtained, unless and to the extent required by other laws now in existence or as may otherwise be adopted.

- 4.1.13 To establish and administer projects and programs for the benefit of the Basin.
- 4.1.14 To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, special districts, groundwater sustainability agencies, public and private corporations of any kind (including without limitation, investor-owned utilities and mutual water companies), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Agency.
- 4.1.15 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the Agency and to invest funds pursuant to California Government Code section 6509.5 or other applicable State Law.
- 4.1.16 To apply for and accept grants, contributions, donations and loans under any federal, state or local programs for assistance in developing or implementing any of its projects or programs in connection with any project undertaken in the Agency's name for the purposes of the Agency.
- 4.1.17 To acquire by negotiation, lease, and purchase, and to construct, hold, manage, maintain, operate and dispose of any buildings, property, water rights, works or improvements within and without the respective boundaries of the Members necessary to accomplish the purposes describe herein.
- 4.1.18 To sue or be sued in its own name.
- 4.1.19 To exercise any additional powers conferred under SGMA or the Act or under applicable law, insofar as such powers are needed to accomplish the purposes of SGMA, including all powers granted to the Agency under Article 4 of the Act which are in addition to the common powers of the Members, including the power to issue bonds or otherwise incur debts, liabilities or obligations to the extent authorized by the Act or any other applicable provision of law and to pledge any property or revenues of the rights thereto as security for such bonds and other indebtedness.
- 4.1.20 To exercise any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the Members to this Agreement and to perform all other acts necessary or proper to fully carry out the purposes of this Agreement.

Section 4.02 – Exercise of Powers.

In accordance with California Government Code section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the County of Sonoma.

Section 4.03 – Water Rights and Consideration of all Beneficial Uses and Users of Groundwater in the Basin.

As set forth in California Water Code section 10723.2, and any future amendments to SGMA, the GSA shall consider the interests of all beneficial uses and users of groundwater in the Basin, as well as those responsible for implementing the GSP. Additionally, as set forth in California Water Code section 10720.5(a), and any future amendments to SGMA, any GSP adopted pursuant to this Agreement shall be consistent with Section 2 of Article X of the California Constitution and nothing in this Agreement modifies the rights or priorities to use or store groundwater consistent with Section 2 of Article X of the California Constitution, with the exception that no extraction of groundwater between January 1, 2015 and the date the GSP is adopted may be used as evidence of, or to establish or defend against, any claim of prescription. Likewise, as set forth in California Water Code section 10720.5(b), and any future amendments to SGMA, nothing in this Agreement or any GSP adopted pursuant to this Agreement determines or alters surface water rights or groundwater rights under common law or any provision of law that determines or grants surface water rights.

Section 4.04 – Preservation of Powers.

Nothing set forth in this Agreement is intended to abrogate the powers of any Member, independent of the Agency, including but not limited to the Members' police power, as applicable. The adopted GSP shall not authorize any water supply augmentation to the Basin with groundwater extracted from another groundwater basin within the jurisdiction of a Member without the express consent of that Member.

Section 4.05 – Coordination between Basins.

In order to maintain consistency and the efficient use of resources, to the extent feasible, the Agency shall endeavor to coordinate between and among the other Sonoma County GSAs for administration, matters involving public communication and outreach, and for developing frameworks to support groundwater management, which may include agreement to certain areas of coordination, provided that the Agency shall retain its own authority and that such recommendations are ratified by the Board. The Agency may clarify and acknowledge coordination among the other GSAs through a document or agreement if deemed appropriate.

Section 4.06 – Public Meeting for Periodic Review of Agreement.

To ensure that the Agency's governance structure addresses the interests and concerns of those affected by its activities, the Board shall conduct a public meeting at the following milestones to review the terms and conditions of this Agreement and discuss whether any amendments to this Agreement are necessary or advisable:

- Upon completion of the initial fee study
- Within three years of submittal of the GSP to DWR
- At least once every ten years after adoption of the GSP

At such public meeting the Administrator and Agency Counsel shall make a report to the Board recommending any amendments to the Agreement, and if directed by the Board shall draft proposed amendments to this Agreement for consideration by the governing boards of each Member. This section shall not preclude the Members from making amendments of this

Agreement at other times as deemed necessary or appropriate by the Members, in accordance with Section 12.02 of this Agreement.

Article V: Membership

Section 5.01 – Members.

The Members of the Agency shall be the local agencies listed on the attached Exhibit “A”, so long as their Membership has not been withdrawn or terminated pursuant to the provisions of Article XI of this Agreement.

Section 5.02 – New Members.

Upon submittal of an application for membership, new Members shall be admitted to the Agency so long as: 1) the new Member is located or has jurisdictional boundaries within the Basin; 2) the new Member is a local public agency or another entity authorized by SGMA that is qualified to join the Agency under the provisions of SGMA and the Act; and 3) the new Member agrees to the terms of this Agreement, including applicable financial obligations, which may be an equal share of the unreimbursed Funding Commitments of the other Members pursuant to Section 10.02 or as established pursuant to Section 10.07.

Once an application is accepted by the Board of Directors, this Agreement is executed by an authorized representative of the new Member, and the new Member satisfies any applicable financial obligations of the new Member, the attached Exhibit “A” shall be amended to reflect the new Member, and such action by the Board shall not be subject to the requirements of Section 12.02.

Article VI: Directors and Officers

Section 6.01 – Board of Directors.

The Agency shall be governed and administered by a Board of Directors (“Board”) which is hereby established and which shall be composed of one voting seat per Member. The governing board shall be known as the “Board of Directors of the Petaluma Valley Groundwater Sustainability Agency.” All voting power shall reside in the Board.

Section 6.02 – Directors and Alternates.

Each Member shall appoint one Primary Director and one Alternate Director. The Alternate Director shall serve and assume the rights and duties of the Primary Director when the Primary Director is unable to attend a Board meeting. The Primary Director shall be an elected or appointed official of the Member’s governing body. The Alternate Director shall be an elected or appointed official of the Member’s governing body or executive staff of the Member agency. Primary Directors and Alternate Directors shall serve at the pleasure of the Member appointing them and they may be removed at any time, with or without cause, in the sole discretion of their governing body. Each Primary Director and Alternate Director shall hold office until their successor is selected by their governing body and the Agency has been notified of the succession. In the event that a Primary or Alternate Director ceases to be an official of the Member’s governing body or executive staff of the Member, that Director position shall become vacant and that Member

shall appoint a new Director.

Section 6.03 – Officers of the Board.

Officers of the Agency’s Board shall consist of a Chairperson and Vice-Chairperson. The Chairperson shall preside at all meetings of the Board, while the Vice-Chairperson shall perform the duties of the Chairperson in the absence or disability of the Chairperson. The Chairperson and Vice-Chairperson shall exercise and perform such other powers and duties as may be assigned by the Board.

Section 6.04 – Appointment of Officers of the Board.

The Board shall annually elect the Officers of the Board from the Primary Directors. Officers of the Board shall hold office for a term of one year commencing on January 1 of each and every calendar year and they may serve for multiple consecutive terms. Officers of the Board may be removed and replaced at any time, with or without cause by a Board vote. In the event that an Officer of the Board loses their position as a Primary Director, that Officer of the Board position shall become vacant and Board shall elect a new Officer from existing Board members to serve the remaining Officer term.

Article VII: Board Meetings and Actions

Section 7.01 – Initial Meeting.

The initial meeting of the Board, which shall be held for purpose of meeting the requirements of California Water Code Section 10723, including decision of the Agency to serve as the GSA for the Basin, shall be held no later than June 30, 2017.

Section 7.02 – Regular Meeting Schedule.

The Board shall establish by ordinance, resolution, bylaws, or other procedure a regular meeting time and place at the initial meeting of the Board. The Board may vote to change the regular meeting time and place provided that the new location remains at a place overlying the Basin.

Section 7.03 – Conduct of Board Meetings.

Meetings of the Board of Directors shall be noticed, held, and conducted in accordance with the provisions of The Brown Act (California Government Code sections 54950, *et seq.*).

Section 7.04 – Quorum.

A quorum of the Board shall consist of a majority of the Board of Directors representing the then current Members.

Section 7.05 – Voting.

Each Director shall have one vote. A majority vote of the Board is needed for the adoption of any action, except those which require a super majority two-thirds vote or a unanimous vote.

Section 7.06 – Supermajority Voting Requirement.

A supermajority vote is two-thirds of the Board, including the Directors representing the City of Petaluma and the County of Sonoma. Items that require a supermajority vote to pass are the following:

- GSP adoption, modification or alteration
- Adoption of assessments, charges and fees
- Adoption of regulations and ordinances
- Adoption or modification of annual budget
- Appointment of Treasurer, subject to the provisions of Section 9.03 and/or Section 10.04
- Modifications to the composition and number of Advisory Committee members

Section 7.07 – Unanimous Voting Requirement.

Items that require a unanimous vote of the Board to pass include the following which may be amended from time to time by unanimous approval of the Members:

- Financial commitments imposed on Members, whether through the budget approval process or otherwise.

Article VIII: Board Committees

Section 8.01 – Committees of the Board.

The Board of Directors may from time to time establish one or more advisory committees or establish standing or ad hoc committees to assist in carrying out the purposes and objects of the Agency. The Board shall determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them.

Section 8.02 – Advisory Committee.

The Board shall establish an Advisory Committee. Meetings of the Advisory Committee shall be noticed, held, and conducted in accordance with the provisions of The Brown Act (California Government Code sections 54950, *et seq.*). Through the use of the Advisory Committee, the Board shall ensure that the development of the GSP includes the meaningful participation of all beneficial uses and users of groundwater and other interested parties in the Basin.

Composition of the Advisory Committee is intended to represent the beneficial uses and users of groundwater identified in SGMA. Committee members may not serve concurrently on the GSA Board. Members must live or work within the Basin. A Committee member’s participation shall not violate the California Political Reform Act of 1974 (Gov. Code, § 81000 *et seq.*), the provisions of California Government Code section 1090 *et seq.*, or any other applicable law. The Advisory Committee’s purpose and membership is described in Exhibit “B.”

Article IX: Operations and Management

Section 9.01 – Administrator and Plan Manager.

9.01.01 Administrator: The Sonoma Resource Conservation District shall serve as the initial Interim Administrator for a period of up to one year, which may be extended by agreement in accordance with Sections 9.03 and 11.04. Subsequent to formation of the Agency, the Board may appoint an Administrator, from time-to-time as and when it deems appropriate. The appointed Administrator may be an employee of one of the Members, in accordance with Sections 9.03 and 11.04. If appointed, the Administrator shall serve at the pleasure of the Board of Directors and his/her duties and responsibilities shall be set forth by a vote of the Board.

9.01.02 Plan Manager: The Board shall designate a Plan Manager. The Administrator and Plan Manager may be the same individual. The Plan Manager shall serve at the pleasure of the Board of Directors and his/her duties and responsibilities shall be set forth by the Board.

Section 9.02 – Legal Counsel and Other Officers.

The Agency may appoint General Legal Counsel who shall serve at the pleasure of the Board. Subject to the limits of the Agency's approved budget, the Board shall also have the power to appoint and contract by a vote of the Board for the services of other officers, consultants, advisers and independent contractors as it may deem necessary or convenient for the business of the Agency, all of whom shall serve at the pleasure of the Board. The appointed General Legal Counsel and/or other appointed officers of the Agency may be employees or contractors of one of the Members, in accordance with Sections 9.03 and 11.04. Appointment of a General Legal Counsel from among Member employees or contractors shall be subject to all applicable Rules of Professional Responsibility, and notwithstanding anything to the contrary in this Agreement, each of the Members expressly reserve and do not waive their rights to approve or disapprove of potential conflicts of Agency General Legal Counsel.

Section 9.03 – Employees and Management.

In addition to, or in lieu of, hiring employees, the Agency may engage one or more Members to manage any or all of the business of the Agency on terms and conditions acceptable to the Board of Directors and the Member(s) to be so engaged. Any Member so engaged shall have such responsibilities as are set forth in the contract for such Member's services which shall be approved by a majority vote of the Directors representing the non-contracting Member(s).

Section 9.04 – Location of Public Meetings.

At the initial meeting of the Board, the Board shall establish a location or locations for public meetings of the Agency that complies with the requirements of the Ralph M. Brown Act, including, but not limited to, Government Code section 54954.

Section 9.05 – Bylaws.

The Board shall adopt Bylaws governing the conduct of meetings and the day-to-day operations of the Agency on or before the first anniversary of the Effective Date of this Agreement.

Section 9.06 – Official Seal and Letterhead.

The Board may adopt, and/or amend, an official seal and letterhead for the Agency by a

vote of the Directors.

Section 9.07 – Conflict of Interest Code.

At the initial meeting of Board, the Board shall begin the process for adoption and filing of a Conflict of Interest Code pursuant to the provisions of the Political Reform Act of 1974.

Article X: Consideration and Financial Provisions

Section 10.01 – Establishment of Funds.

The Board shall establish and maintain such funds and accounts as may be required by generally accepted public agency accounting practices. The Agency shall maintain strict accountability of all funds and report all receipts and disbursements of the Agency on no less than a quarterly basis.

Section 10.02 – Initial Agency Funding Commitments.

In order to initially fund and operate the Agency, the Members shall each provide the funding commitment amounts listed in the table below (“Funding Commitment”), with the Funding Commitment to be paid by the specified due dates below. Such Funding Commitments may be made by payment to the Agency, providing services to the Agency through an agreement with the Agency, or a combination of both. If any portion of a Member’s Funding Commitment is to be provided through a services agreement, the Agency and such Member shall strive to enter into a services agreement by the initial due date.

The timeframe for payment of any remainder amounts shall be determined by the Board of Directors based on the funding and operational needs of the Agency, and shall be due and payable within thirty (30) days of issuance of an Agency invoice.

Member	Total Initial Commitment	Due by July 31, 2017	Remainder to be met as provided for in a services agreement, or billed by the Agency as needed
Sonoma Resource Conservation District	\$ 20,000	0	\$ 20,000
North Bay Water District	\$ 20,000	\$ 6,600	\$ 13,400
City of Petaluma	\$143,333	\$43,000	\$100,333
County of Sonoma	\$143,333	\$43,000	\$100,333
Sonoma County Water Agency	\$143,333	\$43,000	\$100,333

To the extent the Agency is able to secure other funding sources in the future, and to the extent permitted by law, the Agency shall reimburse the initial commitments on a proportionate basis.

Section 10.03 – Fiscal Year.

The Fiscal Year of the Agency shall be July 1 through June 30.

Section 10.04 –Treasurer and Annual Audit.

The Sonoma County Auditor-Controller-Treasurer-Tax Collector shall act as the initial Treasurer for the Agency. The Treasurer shall perform all usual and customary duties of his or her office for the Agency, including but not limited to receiving all deposits, issuing warrants per direction, and other duties specified in Government Code section 6505.5. The Board may transfer the responsibilities of the Treasurer, by two-thirds supermajority vote of the Board in accordance with Section 7.06, to any other person or entity as the law may permit at the time (see e.g., Government Code section 6505.5). The Board shall cause an independent annual audit to be made by a certified public accountant, or public accountant, in compliance with Government Code section 6505

Section 10.05 – Funds; Property; Bonds.

The Board may from time to time designate the officers and persons, in addition to those specified in Section 10.04 above, who shall have charge of, handle, or have access to any funds and/or property of the Agency. Pursuant to California Government Code section 6505.1, each such officer and person shall file a bond in an amount designated by the Board.

Section 10.06 – Budget.

By a date no later than sixty (60) days before the end of each Fiscal Year, the Board shall adopt a budget for the Agency for the ensuing Fiscal Year. The Board may authorize mid-year budget adjustments, as needed.

Section 10.07 – Payments To The Agency.

All fees, costs and expenses incurred by the Agency may be funded from: (i) voluntary contributions from third parties, such as grants; (ii) advances or loans from the Members or other sources; (iii) bond revenue; (iv) taxes, assessments, fees and/or charges levied by the Agency under the provisions of SGMA or otherwise provided by law; and, (v) subject to the unanimous vote of the Board in accordance with Section 7.07, assessments on the Members to carry out the activities of the Agency generally applicable to all Members.

Article XI: Relationship of Agency And Its Members

Section 11.01 – Separate Entity.

In accordance with California Government Code Sections 6506 and 6507, the Agency shall be a public entity separate and apart from the parties to this Agreement.

Section 11.02 – Liabilities of the Agency Not Liabilities of Members.

In accordance with California Government Code section 6508.1, the debt, liabilities and

obligations of the Agency shall be the debts, liabilities and obligations of the Agency alone and not of its Members. To the maximum extent permitted by law, including, but not limited to, California Government Code Section 895.2 and following, as such statutes may be amended or supplemented, and notwithstanding any contrary provision in this Agreement, the Members do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Agency.

Section 11.03 – Indemnity and Insurance.

11.03.01. Indemnity. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. To the fullest extent permitted by law, the Agency agrees to save, indemnify, defend and hold harmless each Member, each Director, and any officers, agents and employees of the Agency from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are attributable in whole or in part to the conduct, activities, operations, acts, and omissions of the Agency.

11.03.02. Insurance. The Agency shall be required to obtain insurance, or join a self-insurance program in which one or more of the Members participate, appropriate for its operations. Any and all insurance coverages provided by the Agency, and/or any self-insurance programs joined by the Agency, shall name each and every Member as an additional insured for all liability arising out of or in connection with the operations by or on behalf of the named insured in the performance of this Agreement. Minimum levels of the insurance or self-insurance program shall be set by the Agency in its ordinary course of business. The Agency shall also require all of its contractors and subcontractors to have insurance appropriate for their operations. All amounts coverages and provisions of the insurance policies identified in this Section 11.03B shall be subject to the approval of Agency Counsel.

Section 11.04 – Agreements With Member Agencies.

The Board may approve agreements with one or more Members that agree to undertake activities to benefit the Agency and further its purposes by a majority vote of the Directors representing the non-contracting Members.

Section 11.05 – Withdrawal of Members.

Any Member shall have the ability to withdraw by providing ninety (90) days written notice of its intention to withdraw. Said notice shall be given to the Board and to each of the other Members.

A Member shall not be fiscally liable for an adopted budget provided that the Member provides written notice ninety (90) days prior to the adoption of the budget.

In the event of a withdrawal, this Agreement shall continue in full force and effect among the remaining members as set forth in Section 11.07 below.

Section 11.06 – Termination of Members.

Any Member's failure to meet its funding obligations pursuant to Sections 10.02 or 10.07 of this Agreement may be treated as a breach of this Agreement and the Board may vote to

terminate such Member. Such termination shall be approved by unanimous consent of all Directors except the Director of the Member proposed to be terminated. In lieu of termination, the Board may in its discretion vote to suspend a Member's voting privileges for failure to meet its funding obligations pursuant to Section 10.02 or 10.07 until the Member has satisfied its funding obligations. Such suspension of voting privileges shall be approved by a supermajority vote, as defined in Section 7.06 above but excepting the Director of the Member proposed to have its voting privileges suspended. In the event a Member's voting privileges are suspended, that Member shall not be counted for purposes of determining a majority or supermajority vote in accordance with Sections 7.05 and 7.06. In the event of termination of a Member, this Agreement shall continue in full force and effect among the remaining members as set forth in Section 11.07 below, and such action by the Board shall not be subject to the requirements of Section 12.02. Before terminating a Member for breach pursuant to this section, the Board must satisfy the meet and confer requirements under Section 12.04. As part of the meet and confer process, the Board and the Member proposed to be terminated may conduct mediation in accordance with Section 12.04.

Any Member's failure to be represented by a Director or Alternate Director of the Member for three consecutive meetings (regular or special) of the Board may be considered a breach of this Agreement for which the Board may vote to suspend a Member's voting privileges for up to an equivalent number of meetings missed. Such suspension of voting privileges shall be approved by a supermajority vote, as defined in Section 7.06 above but excepting the Director of the Member proposed to have its voting privileges suspended. In the event a Member's voting privileges are suspended, that Member shall not be counted as a member of the Board for purposes of determining a majority or supermajority vote in accordance with Sections 7.05 and 7.06.

Suspension of a Member's voting privileges under this section shall not excuse that Member from its obligations under this Agreement, including but not limited to, continuing financial commitments to the Agency and attendance at Board meetings.

Section 11.07 – Continuing Obligations upon Withdrawal or Termination.

Except as provided for in Section 11.05, any withdrawal or termination of a Member, shall not relieve the withdrawing or terminating Member of its financial obligations arising under this Agreement prior to the effective date of the withdrawal or termination, including but not limited to financial obligations or guarantees for loans provided by individual Members, if applicable.

The withdrawal or termination of one or more Members shall not terminate this Agreement or result in the dissolution of the Agency. This Agreement shall remain in full force and effect among the remaining members, following the withdrawal or termination of any Member, and the Agency shall remain in operation provided that there are at least two Members remaining in this Agreement.

Section 11.08 – Dissolution.

The Agency may be dissolved at any time upon the unanimous vote of the Board and approval of the Members' governing boards. However, the Agency shall not be dissolved until all debts and liabilities of the Agency have been eliminated. Upon Dissolution of the Agency, each Member shall receive its proportionate share (in proportion to the contributions made by each Member) of any remaining assets after all Agency liabilities and obligations have been paid in full. The distribution of remaining assets may be made "in kind" or assets may be sold and the proceeds thereof distributed to the Members. This distribution shall occur within a reasonable time after

dissolution. No former member which previously withdrew or was terminated shall be entitled to a distribution upon dissolution.

Section 11.09 – Disposition of Property Upon Termination of Agency or Board Determination of Surplus.

Upon termination of this Agreement or upon determination by the Board that any surplus money is on hand, such surplus money shall be returned to the then Members of the Agency that contributed such monies in proportion to their contributions or such surplus money may be applied to a Board designated reserve account. The Board shall first offer any surplus properties, works, rights and interests of the Agency for sale to the individual Member and the sale shall be based on highest bid. If no such sale is consummated, the Board shall offer the surplus properties, works, rights and interests of the Agency for sale in accordance with applicable law to any governmental agency, private entity or persons for good and adequate consideration.

Article XII: Miscellaneous Provisions

Section 12.01 – Agreement Complete.

The foregoing constitutes the full and complete Agreement of the Members. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

Section 12.02 – Amendment.

This Agreement may be amended from time to time by the unanimous consent of the Members, acting through their governing bodies. Such amendments shall be in the form of a writing signed by each Member.

Section 12.03 – Successors and Assigns.

The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Agency then in effect.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Members hereto. This section does not prohibit a Member from entering into an independent agreement with another agency regarding the financing of that Member's contributions to the Agency or the disposition of proceeds, which that Member receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Agency or the Members under this Agreement.

Section 12.04 – Dispute Resolution.

In the event there are disputes and/or controversies relating to the interpretation, construction, performance, termination, breach of, withdrawal from or other issue related to this Agreement, the Members that are party to the dispute (the "Disputing Parties") agree to meet and

confer in a good faith attempt to resolve the dispute. On the request of any Disputing Party to meet and confer, the other Disputing Parties agree to provide available dates within 21 days of the meet and confer request. The Disputing Parties may agree to schedule additional meet and confer sessions. If the Disputing Parties are unable to resolve the dispute by meeting and conferring, they shall mediate the dispute. The cost of any such mediation will be borne equally by the Disputing Parties. If the Disputing Parties cannot agree on a mediator, they may select a mediator by alternately striking names from a list of available mediators from JAMS or a similar mediation service provider. The Disputing Parties will provide all other Members written notice of any scheduled mediation and the issues subject to mediation at least 10 business days prior to the mediation. One representative for each Member not party to the dispute and one Agency staff representative may attend any mediation under this section to represent the Members' and the Agency's interests related to the mediation. The cost of such representatives' attendance shall be borne by the Members and the Agency so represented. The mediator may, in the mediator's sole discretion limit the participation of representatives of Members not party to the dispute and/or any Agency representative in the interest of successfully mediating the dispute. No settlement of a dispute subject to this section will bind the Agency or any Members not party to the dispute except to the extent the settlement is approved by the Agency Board by unanimous vote of the Directors of the non-disputing Members.

Section 12.05 – Execution In Parts Or Counterparts.

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the Members hereto. Facsimile or electronic signatures shall be binding.

Section 12.06 – Member Authorization.

The governing bodies of the Members have each authorized execution of this Agreement, as evidenced by the signatures of their respective authorized representatives, below.

Section 12.07 – No Predetermination or Irretrievable Commitment of Resources.

Nothing herein shall constitute a determination by the Agency or any of Members that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, have been completed.

Section 12.08 – Notices.

Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the Members hereto on Exhibit "A" of this Agreement, or to such other changed addresses communicated to the Agency and the Members in writing.

Section 12.09 – Severability And Validity Of Agreement.

Should the participation of any Member to this Agreement, or any part, term or provision

of this Agreement be decided by the courts or the legislature to be illegal, in excess of that Member's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each Member hereby agrees it would have entered into this Agreement upon the same remaining terms as provided herein.

Section 12.10 – Singular Includes Plural.

Whenever used in this Agreement, the singular form of any term includes the plural form and the plural form includes the singular form.

Draft

IN WITNESS WHEREOF, the Members hereto, pursuant to resolutions duly and regularly adopted by their respective Board of Directors or governing board, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

SIGNATURE LINES

City of Petaluma

Date

County of Sonoma

Date

North Bay Water District

Date

Sonoma County Water Agency

Date

Sonoma Resource Conservation District

Date

EXHIBIT A

MEMBERS

City of Petaluma

County of Sonoma

North Bay Water District

Sonoma County Water Agency

Sonoma Resource Conservation District

Draft

EXHIBIT B

Advisory Committee to the Agency Board of Directors

The advisory committee will have ten (10) members based on the interest group and member agency designations described below:

Members shall each appoint one (1) at-large member.

Five (5) interest-based appointees shall be appointed by the Board:

1. Environmental representative (from an organization with a presence in the Basin)
2. Rural residential well owner
3. Business community
4. Agricultural interest (surface water or groundwater user)
5. At-large community representative (preference for disadvantaged community interest))

The Board will appoint members to fill the interest-based seats. Interested individuals from the community or local organizations may apply to the Board, designating in the application the seat that the applicant would intend to fill. Each Member's governing body will appoint its at-large seat. Panel members may not serve concurrently on the GSA governing board. Members must live or work within or represent an organization with a presence in the Petaluma Valley Groundwater Basin, identified by the Department of Water Resources current Bulletin 118.

The Board encourages interest groups to work together to recommend a single candidate to fill that interest's seat. The Board will give strong consideration to appointing candidates that have the backing of multiple organizations or individuals within that interest group and familiarity with groundwater and its management. The Board will also give preference to applicants with experience working with diverse community-based groups.

For the at-large community representative, the Board will give strong preference to a representative who lives or works within a Disadvantaged Community (as defined in SGMA), and will in any case give preference to appointees that can represent the interests of disadvantaged populations or interests that are otherwise under-represented on the Advisory Committee.

The Board will determine if alternates are necessary, and if so, the appointment process.

The Board will establish a timeline and process for appointment of the initial advisory committee following Agency formation. The initial Advisory Committee appointments will include five seats with three-year terms (interest-based categories) and five two-year terms (at-large). Following initial committee appointment, all terms will be

two years. Appointees are not term-limited; however, they must apply for each term. If a vacancy occurs for an interest-based seat before the end of the term, the Board will appoint a new individual to complete the term. At-large vacancies shall be filled by the appointing Member. By supermajority vote, the Board may add one or more additional interest-based appointee positions to the Advisory Committee.

The Board can remove an interest-based committee member by vote if member is not performing his or her responsibilities.

The purpose of the committee is to advise the Board on groundwater sustainability plan development and implementation and Agency policies. The intent of the committee is to provide community perspective and participation in the Agency. The Advisory Committee will review and/or provide recommendations to the Board on groundwater-related issues that may include:

- Development, adoption or amendment of the GSP
- Sustainability goals and objectives
- Technical and Reporting Standards, including Best Management Practices, data management and reporting
- Monitoring programs
- Annual Work Plans and Reports (including mandatory 5-year milestone reports)
- Modeling scenarios
- Inter-basin coordination activities
- Project and management actions to achieve sustainability
- Grant funding proposals
- Community outreach
- Local regulations to implement SGMA
- Fee proposals
- General advisory

The Advisory Committee will not be involved in Agency budgets or day-to-day operations, such as personnel staffing or contracting.

Pursuant to Board direction, Agency staff will develop the annual work plan and schedule for committee meetings. The Advisory Committee will adopt a charter and will appoint a chair and vice-chair.

To inform Board decision making, the Advisory Committee will provide written recommendations in reports. The recommendation reports will identify areas of agreement and disagreement. The committee will strive for consensus when possible, but reaching consensus is not necessary. Consensus means that everyone can at least “live with it.” When unable to reach consensus on recommendations, the committee will outline the areas in which it does not agree, providing some explanation to inform Board decision-making.

The committee may request that one or more committee members present its recommendations to the Board, including areas of agreement and disagreement, consistent

with committee deliberations. The Board will consider advisory committee recommendations when making decisions. If the Board does not agree with the recommendations of the Advisory Committee, the Board shall state the reasons for its decision.

All Advisory Panel meetings are subject to the Brown Act and will be open to the public. The GSA will announce panel meetings on its web site and through its regular communication channels.

Draft

**JOINT EXERCISE OF
POWERS AGREEMENT**

creating the

**SANTA ROSA PLAIN
GROUNDWATER
SUSTAINABILITY AGENCY**

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Final Draft

SANTA ROSA PLAIN GROUNDWATER SUSTAINABILITY AGENCY JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”) forming the Santa Rosa Plain Groundwater Sustainability Agency (“**Agency**”) is made and entered into as of _____, 2017 (“**Effective Date**”), by and among the public agencies listed on the attached Exhibit “A” (collectively “**Members**” and individually “**Member**”) for the purpose of forming a Groundwater Sustainable Agency (“**GSA**”) and achieving groundwater sustainability in the Santa Rosa Plain Groundwater Basin.

RECITALS

WHEREAS, the comprehensive groundwater legislation collectively enacted and referred to as the “Sustainable Groundwater Management Act” at California Water Code Section 10720 *et seq.* (“**SGMA**”) initially became effective on January 1, 2015.

WHEREAS, the stated purpose of SGMA, as set forth in California Water Code section 10720.1, is to provide for the sustainable management of groundwater basins at a local level by providing local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater.

WHEREAS, SGMA requires the designation of Groundwater Sustainability Agencies (“**GSAs**”) for the purpose of achieving groundwater sustainability through the adoption and implementation of Groundwater Sustainability Plans (“**GSPs**”) or an alternative plan for all medium and high priority basins as designated by the California Department of Water Resources.

WHEREAS, each Member is a local agency, as defined by SGMA, within the Santa Rosa Plain Groundwater Subbasin (“**Basin**”) which is designated basin number 1-55.01 in Department of Water Resources Bulletin No. 118 and which is designated as a medium priority basin.

WHEREAS, pursuant to Section 10723 of the California Water Code, SGMA authorizes a water corporation regulated by the Public Utilities Commission (“**PUC**”) or a mutual water company to participate in a GSA through agreement.

WHEREAS, certain PUC-regulated (PUCR) and mutual water companies (MWC) within the Basin have entered into a Memorandum of Understanding for the purpose of selecting a common representative to serve as a member of the GSA Board (“**MWC/PUCR MOU**”).

WHEREAS, SGMA requires that the Basin have a designated GSA by no later than June 30, 2017 and an adopted GSP by no later than January 31, 2022.

WHEREAS, SGMA authorizes a combination of local agencies to form a GSA by entering into a joint powers agreement.

WHEREAS, the Members are authorized by the Joint Exercise of Powers Act (Chapter 5

of Division 7 of Title 1 of the California Government Code) (“Act”) to create the Agency for the purpose of jointly exercising those powers granted by the Act and any additional powers which are common among them.

WHEREAS, the Members, individually and collectively, have the goal of cost effective sustainable groundwater management that considers the interests and concerns of all beneficial uses and users of groundwater.

WHEREAS, in order to promote efficiency and sharing of resources, the Members, individually and collectively, encourage coordination between GSAs in Sonoma County.

WHEREAS, the Members hereby enter into this Agreement to establish this Joint Powers Authority to form a GSA and undertake the management of groundwater resources pursuant to SGMA.

AGREEMENT TERMS

NOW THEREFORE, in consideration of the matters recited and the mutual promises, covenants, and conditions set forth in this Agreement, the Members hereby agree as follows:

Article I: Definitions

Section 1.01 – Definitions.

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

(a) “Act” shall mean the Joint Exercise of Powers Act, set forth in Chapter 5 of Division 7 of Title 1 of the California Government Code, sections 6500, *et seq.*, including any amendments thereto.

(b) “Administrator” shall mean the person or entity appointed by the Board pursuant to Section 9.01.01 to manage the operation of the Agency.

(c) “Agency” shall mean the Santa Rosa Plain Groundwater Sustainability Agency, which is a separate entity created by this Agreement pursuant to the provisions of California Government Code sections 6500 *et seq.*

(d) “Agreement” means this Santa Rosa Plain Groundwater Sustainability Agency Joint Exercise of Powers Agreement.

(e) “Basin” shall mean the Santa Rosa Plain Groundwater Subbasin which is designated basin number 1-55.01 in Department of Water Resources’ Bulletin No. 118 and as its boundaries may be modified from time to time through the procedures described in California Water Code section 10722.2 or by the Department of Water Resources under its separate authority.

(f) “Board of Directors” or “Board” shall mean the governing body of the Agency as established by Section 6.01 of this Agreement.

(g) “Bylaws” shall mean the bylaws adopted by the Board of Directors pursuant to Section 9.05 of this Agreement to govern the day-to-day operations of the Agency.

(h) “Director” and “Alternate Director” shall mean a Director or Alternate Director appointed by a Member pursuant to Section 6.02 of this Agreement.

(i) “Ex Officio Member” shall mean an entity invited to participate in the Agency pursuant to Section 5.02 of this Agreement.

(j) “Fiscal Year” shall mean July 1st through June 30th pursuant to Section 10.03 of this Agreement.

(k) “Groundwater Sustainability Agency” or “GSA” shall have the meaning set forth in California Water Code section 10721(j).

(l) “Groundwater Sustainability Plan” or “GSP” shall have the meaning set forth in California Water Code section 10721(k).

(m) “Local Agency” or “Local Agencies” shall have the meaning set forth in California Water Code Section 10721(n).

(n) “Member” or “Members” shall mean the local agencies listed in the attached Exhibit “A” that have executed this Agreement, including any new Members that may subsequently join this Agency with the authorization of the Board, pursuant to Section 5.02 of this Agreement.

(o) “MWC/PUCR Director” shall mean the person selected to represent the Basin area mutual water companies and PUC regulated utilities on the GSA Board pursuant to the MWC/PUCR MOU.

(p) “Plan Manager” shall mean the person appointed by the Board to oversee the preparation and implementation of the GSP and who has been delegated management authority for submitting the GSP, GSP amendments, annual reports, and five-year assessments and serving as the point of contact between the Agency and the Department of Water Resources. The Plan Manager shall be a professional engineer, professional geologist or certified hydrogeologist, or someone who has demonstrated experience and knowledge in the foregoing areas as determined by the Board.

(q) “Sustainable Groundwater Management Act” or “SGMA” shall mean the comprehensive groundwater legislation collectively enacted and referred to as the “Sustainable Groundwater Management Act” (“SGMA”) as codified in California Water Code Sections 10720 *et seq.* and as may be amended in the future.

Article II: Agency Creation

Section 2.01 – Creation of the Agency.

There is hereby created a joint powers agency known as the Santa Rosa Plain Groundwater Sustainability Agency (“Agency”). The Agency shall be, to the extent provided by law, a public entity separate from the Members of this Agreement.

Section 2.02 – Purpose of the Agency.

The purpose of this Agreement, and the creation of the Agency, is to provide for the joint exercise of powers common to the Members, to specifically include powers granted by SGMA, for the purpose of cooperatively carrying out the requirements of SGMA, including, but not limited to, serving as the GSA for the Basin.

Article III: Term

Section 3.01 – Term.

This Agreement shall become operative on the Effective Date, provided that at least two of the Members listed in Exhibit A have executed this Agreement by said date. If an eligible agency listed in Exhibit A has not executed this Agreement by May 12, 2017 it will lose its right to join through execution of this Agreement and its membership will be subject to the process for inclusion of new Members set forth in Section 5.02, provided, however, that if an eligible agency is diligently pursuing approval of this Agreement from its governing board and has obtained approval not later than May 26, 2017, then it shall be allowed to join without adherence to Section 5.02.

This Agreement shall remain in effect until terminated by the unanimous written consent of all then active Members or until there are less than two Members remaining in the Agency; provided, however, that this Agreement shall remain in effect during the term of any contractual obligation or indebtedness of the Agency that was previously approved by the Board.

Article IV: Powers

Section 4.01 – Powers.

The Agency shall possess the ability to exercise those powers specifically granted by the Act and SGMA. Additionally, the Agency shall possess the ability to exercise the common powers of its Members related to the purposes of the Agency, including, but not limited to, the following:

- 4.1.1 To designate itself the GSA for the Basin pursuant to SGMA.
- 4.1.2 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency and the adoption and implementation of the GSP.
- 4.1.3 To develop, adopt and implement a GSP for the Basin pursuant to SGMA.

- 4.1.4 To adopt ordinances within the Basin consistent with the purpose of the Agency as necessary to implement the GSP and otherwise meet the requirements of SGMA.
- 4.1.5 To employ agents and employees.
- 4.1.6 To obtain legal, financial, accounting, technical, engineering, and other services needed to carry out the purposes of this Agreement.
- 4.1.7 To conduct studies, collect and monitor all data related and beneficial to the development, adoption and implementation of the GSP for the Basin.
- 4.1.8 To perform periodic reviews of the GSP including submittal of annual reports.
- 4.1.9 To require the registration and monitoring of wells within the Basin.
- 4.1.10 To issue revenue bonds or other appropriate public or private debt and incur debts, liabilities or obligations.
- 4.1.11 To exercise the powers permitted under Government Code section 6504 or any successor statute.
- 4.1.12 To levy taxes, assessments, charges and fees as provided in SGMA or otherwise provided by law.
- 4.1.13 To regulate and monitor groundwater extractions within the Basin as permitted by SGMA, provided that this Agreement does not extend to a Member's operation of its system to distribute water once extracted or otherwise obtained, unless and to the extent required by other laws now in existence or as may otherwise be adopted.
- 4.1.14 To establish and administer projects and programs for the benefit of the Basin.
- 4.1.15 To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, special districts, groundwater sustainability agencies, public and private corporations of any kind (including without limitation, PUC regulated utilities and mutual water companies), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Agency.
- 4.1.16 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the Agency and to invest funds pursuant to California Government Code section 6509.5 or other applicable State Law.
- 4.1.17 To apply for and accept grants, contributions, donations and loans under any

federal, state or local programs for assistance in developing or implementing any of its projects or programs for the purposes of the Agency.

- 4.1.18 To acquire by negotiation, lease, purchase, construct, hold, manage, maintain, operate and dispose of any buildings, property, water rights, works or improvements within and without the respective boundaries of the Members necessary to accomplish the purposes described herein.
- 4.1.19 To sue or be sued in its own name.
- 4.1.20 Any additional powers conferred under SGMA or the Act or under applicable law, insofar as such powers are needed to accomplish the purposes of SGMA, including all powers granted to the Agency under Article 4 of the Act which are in addition to the common powers of the Members, including the power to issue bonds or otherwise incur debts, liabilities or obligations to the extent authorized by the Act or any other applicable provision of law and to pledge any property or revenues of the rights thereto as security for such bonds and other indebtedness.
- 4.1.21 Any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the Members to this Agreement and to perform all other acts necessary or proper to fully carry out the purposes of this Agreement.

Section 4.02 – Exercise of Powers.

In accordance with California Government Code section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the County of Sonoma.

Section 4.03 – Water Rights and Consideration of all Beneficial Uses and Users of Groundwater in the Basin.

As set forth in California Water Code section 10723.2, and any future amendments to SGMA, the GSA shall consider the interests of all beneficial uses and users of groundwater in the Basin, as well as those responsible for implementing the GSP. Additionally, as set forth in California Water Code section 10720.5(a), and any future amendments to SGMA, any GSP adopted pursuant to this Agreement shall be consistent with Section 2 of Article X of the California Constitution and nothing in this Agreement modifies the rights or priorities to use or store groundwater consistent with Section 2 of Article X of the California Constitution, with the exception that no extraction of groundwater between January 1, 2015 and the date the GSP is adopted may be used as evidence of, or to establish or defend against, any claim of prescription. Likewise, as set forth in California Water Code section 10720.5(b), and any future amendments to SGMA, nothing in this Agreement or any GSP adopted pursuant to this Agreement determines or alters surface water rights or groundwater rights under common law or any provision of law that determines or grants surface water rights.

Section 4.04 – Preservation of Powers.

Nothing set forth in this Agreement is intended to abrogate the powers of any Member, independent of the Agency, including but not limited to police power, as applicable. The adopted GSP shall not authorize any water supply augmentation to the Basin with groundwater extracted from another groundwater basin within the jurisdiction of a Member without the express consent of that Member.

Section 4.05 – Coordination between Basins.

In order to maintain consistency and the efficient use of resources, to the extent feasible, the Agency shall endeavor to coordinate between and among the other Sonoma County GSAs for administration, matters involving public communication and outreach, and for developing frameworks to support groundwater management, which may include agreement to certain areas of coordination, provided that the Agency retain its own authority and that such recommendations are ratified by the Board. The Agency may clarify and acknowledge coordination among the other GSAs through a document or agreement if deemed appropriate.

Section 4.06 – Agreement with MWC/ PUCRs.

The Agency will enter into a single participation agreement with the Basin area mutual water companies and PUC-regulated entities located within the Basin who are parties to the MWC/PUCR MOU to allow participation in the GSA as authorized by SGMA. Such participation agreement shall allow the selection of one representative, as well as an alternate, pursuant to the MWC/PUCR MOU to serve as the MWC/PUCR Director and Alternate Director on the GSA Board. The participation agreement with the MWC/PUCRs shall contain the same provisions regarding termination, suspension of voting rights, and continuing obligations upon withdrawal or termination as those that pertain to the Members pursuant to Sections 11.06 and 11.07.

Section 4.07 – Public Meeting for Periodic Review of Agreement.

To ensure that the Agency's governance structure addresses the interests and concerns of those affected by its activities, the Board shall conduct a public meeting at the following milestones to review the terms and conditions of this Agreement and discuss whether any amendments to this Agreement are necessary or advisable:

- Upon completion of an initial fee study
- Within three years of submittal of the GSP to DWR
- At least once every ten years after adoption of the GSP

At such public meeting the Administrator and Agency Counsel shall make a report to the Board recommending any amendments to the Agreement, and if directed by the Board shall draft proposed amendments to this Agreement for consideration by the governing boards of each Member. This section shall not preclude the Members from making amendments of this Agreement at other times as deemed necessary or appropriate by the Members, in accordance with Section 12.02 of this Agreement.

Article V: Membership

Section 5.01 – Members.

The Members of the Agency shall be the local agencies listed on the attached Exhibit “A”, so long as their Membership has not been withdrawn or terminated pursuant to the provisions of Article XI of this Agreement.

Section 5.02 – Ex Officio Members.

An entity that is pursuing formation of a local public agency that is qualified to join the Agency under the provisions of SGMA and the Act, may submit to the Agency documentation of its formation process. Such documentation shall include:

5.02.01 For an entity going through Sonoma County Local Agency Formation Commission (Sonoma LAFCO):

- All documentation submitted to the Sonoma LAFCO, including:
 - Complete Application/Petition Packet
 - Plan for Services, which shall include its five-year plan, budget and funding information, and staffing plan, and which shall demonstrate that the entity will meet the SGMA definition of local public agency and provide an analysis of how the entity will support SGMA implementation
 - Map, showing boundaries and parcels
- Documentation of Sonoma LAFCO’s approval or conditional approval of entity’s application/petition

Upon receipt of the above documentation, the entity will be invited to join the Board as an Ex Officio Member, with no voting rights. Such Ex Officio participation will cease upon any of the following:

- If LAFCO granted conditional approval, failure to meet any of the required conditions
- Failure to conduct the required elections for formation within timeframe required by LAFCO
- Failure of required elections for formation to pass
- Failure to complete formation process within three years of becoming Ex Officio Member

5.02.02 For an entity going through a special legislative process outside Sonoma LAFCO:

- Final text of the enacted and enrolled bill which shall demonstrate that the entity will meet the SGMA definition of local public agency and include provisions regarding how the entity will support SGMA implementation
- Documentation that the bill has been chaptered by the Secretary of State

Upon receipt of the above documentation, the entity will be invited to join the Board as an Ex Officio Member, with no voting rights. Such Ex Officio participation will cease upon any of the following:

- Failure to conduct required elections, if any, for formation within the timeframe specified by the legislation, if any. If no timeframe is specified, within one year of the effective date of the legislation.
- Failure of required elections, if any, for formation to pass.
- Failure to satisfy other requirements, if any, specified in the legislation for formation within the timeframe specified by the legislation, if any. If no timeframe is specified, within one year of the effective date of the legislation.

Section 5.03 – New Members.

Upon submittal of an application for membership, new Members shall be admitted to the Agency so long as: 1) the new Member is located or has jurisdictional boundaries within the Basin; 2) the new Member is a local public agency or another entity authorized by SGMA that is qualified to join the Agency under the provisions of SGMA and the Act; and 3) the new Member agrees to the terms of this Agreement, including applicable financial obligations, which may be determined based at no more than an equal share of the unreimbursed Funding Commitments of the other Members pursuant to Section 10.02 or as established pursuant to Section 10.07.

Once an application is accepted by the Board of Directors, this Agreement is executed by an authorized representative of the new Member, and the new Member satisfies any applicable financial obligation of the new Member, the attached Exhibit “A” shall be amended to reflect the new Member, and such action by the Board shall not be subject to the requirements of Section 12.02.

Article VI: Directors and Officers

Section 6.01 – Board of Directors.

The Agency shall be governed and administered by a Board of Directors (“Board”) which is hereby established and which shall be composed of one voting seat per Member and one voting seat for the MWC/PUCR MOU Representative. The governing board shall be known as the “Board of Directors of the Santa Rosa Plain Groundwater Sustainability Agency.” All voting power shall reside in the Board.

Section 6.02 – Directors and Alternates.

Directors and Alternates shall be appointed as follows:

6.02.01 Members: Each Member shall appoint one Director and one Alternate Director to the Board. The Alternate Director shall serve and assume the rights and duties of the Director when the Director is unable to attend a Board meeting. The Directors and Alternate Directors shall be elected or appointed officials of their governing bodies. Directors and Alternate Directors shall serve at the pleasure of the Member appointing them and they may be removed at any time, with or without cause, in the sole discretion of their

respective Members. Each Director and Alternate Director shall hold office until their successor is selected by their Member and the Agency has been notified of the succession. In the event that a Director or Alternate Director loses their position as an official of their Member's governing body, that Director position shall become vacant and that Member shall appoint a new Director.

6.02.02 MWC/PUCR: The MWC/PUCR MOU Director, and an Alternate Director, shall be selected in accordance with the MWC/IOU MOU and any applicable provisions of the participation agreement.

Section 6.02.03 Ex Officio Member: For any Ex Officio Member established pursuant to Section 5.02, the Ex Officio Member shall appoint one representative who shall reside within the proposed geographic boundaries of the Ex Officio Member. The Ex Officio Member may participate in Board discussions but shall have no voting rights.

Section 6.03 – Officers of the Board.

Officers of the Agency's Board shall consist of a Chairperson and Vice-Chairperson. The Chairperson shall preside at all meetings of the Board, while the Vice-Chairperson shall perform the duties of the Chairperson in the absence or disability of the Chairperson. The Chairperson and Vice-Chairperson shall exercise and perform such other powers and duties as may be assigned by the Board.

Section 6.04 – Appointment of Officers of the Board.

The Board shall annually elect the Officers of the Board from the Directors. Officers of the Board shall hold office for a term of two years commencing on July 1 of every other calendar year and they may serve for multiple consecutive terms. Officers of the Board may be removed and replaced at any time, with or without cause by a Board vote. In the event that an Officer of the Board loses their position as a Director, that Officer of the Board position shall become vacant and Board shall elect a new Officer from existing Board members to serve the remaining Officer term.

Article VII: Board Meetings and Actions

Section 7.01 – Initial Meeting.

The initial meeting of the Board, which shall be held for purpose of meeting the requirements of California Water Code Section 10723, including decision of the Agency to serve as the GSA for the Basin, shall be held at a location overlying the Basin on or before June 20, 2017.

Section 7.02 – Regular Meeting Schedule.

The Board shall establish by resolution, bylaws, or other procedure a regular meeting time and place at the initial meeting of the Board. The Board may vote to change the regular meeting time and place provided that the new location remains at a place overlying the Basin.

Section 7.03 – Conduct of Board Meetings.

Meetings of the Board of Directors shall be noticed, held, and conducted in accordance with the provisions of The Brown Act (California Government Code sections 54950, *et seq.*).

Section 7.04 – Quorum.

A quorum of the Board shall consist of a majority of the Directors.

Section 7.05 – Voting.

Each Director shall have one vote. A majority vote of the Directors is needed for the adoption of any action, except those which require a supermajority three-fourths vote or a unanimous vote.

Section 7.06 – Supermajority Voting Requirement.

A supermajority vote is three-fourths of the Directors. Items that require a supermajority vote to pass consist of the following, which may be amended from time to time by the Board by a supermajority vote, or as may otherwise be required by this Agreement (See Sections 9.03, 11.06 and 12.02.02) or by law:

- Bylaws adoption, modification or alteration
- GSP adoption, modification or alteration
- Removal of Advisory Committee members
- Modifications to the composition and number of Advisory Committee members
- Adoption of assessments, charges and fees
- Adoption of regulations and ordinances
- Adoption or modification of annual budget, including capital projects
- Property acquisition (excepting rights of way)
- Appointment of Fiscal Agent and Treasurer, subject to the provisions of Section 9.03 and/or Section 10.04, Administrator, Plan Manager or General Legal Counsel
- Minor, administrative amendments to this Agreement not subject to Section 12.02.02

Section 7.07 – Unanimous Voting Requirement.

Items that require a unanimous vote of the Board to pass consist of the following, which may be amended from time to time by the Board by a unanimous vote, or as otherwise required by law:

- Financial Commitments of the Members, whether through the budget approval process or otherwise

Article VIII: Board Committees

Section 8.01 – Committees of the Board.

The Board of Directors may from time to time establish one or more advisory committees or establish standing or ad hoc committees to assist in carrying out the purposes and objects of the Authority. The Board shall determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them.

Section 8.02 – Advisory Committee.

The Board shall establish an Advisory Committee. Meetings of the Advisory Committee shall be noticed, held, and conducted in accordance with the provisions of The Brown Act (California Government Code sections 54950, *et seq.*). Through the use of the Advisory Committee, the Board shall ensure that the development of the GSP includes the meaningful participation of all beneficial uses and users of groundwater in the Basin.

Composition of the Advisory Committee is intended to represent the beneficial uses and users of groundwater identified in SGMA. A Committee member's participation shall not violate the California Political Reform Act of 1974 (Gov. Code, § 81000 *et seq.*), the provisions of California Government Code section 1090 *et seq.*, or any other applicable law. The Advisory Committee's purpose and membership is described in Exhibit B.

Article IX: Operations and Management

Section 9.01 – Administrator and Plan Manager.

9.01.01 Administrator: The Board may appoint an Administrator, from time-to-time as and when it deems appropriate. If appointed, the Administrator shall serve at the pleasure of the Board of Directors and his/her duties and responsibilities shall be set forth by the Board. The Administrator shall have the authority to hire employees, consistent with the approved budget.

9.01.02 Plan Manager: The Board shall appoint a Plan Manager. The Administrator and Plan Manager may be the same individual. The Plan Manager shall serve at the pleasure of the Board of Directors and his/her duties and responsibilities shall be set forth by the Board.

Section 9.02 – Legal Counsel and Other Officers.

The Agency may appoint General Legal Counsel who shall serve at the pleasure of the Board. Subject to the limits of the Agency's approved budget, the Board shall also have the power to appoint and contract for the services of other officers, consultants, advisers and independent contractors as it may deem necessary or convenient for the business of the Agency, all of whom shall serve at the pleasure of the Board. The appointed General Legal Counsel and other appointed officers of the Agency may be employees or contractors of one or more of the Members, in accordance with Sections 9.03 and 11.04. Appointment of a General Legal Counsel from among Member employees or contractors shall be subject to all applicable Rules of Professional Responsibility, and notwithstanding anything to the contrary in this Agreement, each of the Members expressly reserve and do not waive their rights to approve or disapprove of potential conflicts of Agency General Legal Counsel.

Section 9.03 – Employees and Management.

In addition to, or in lieu of, hiring employees, the Agency may engage one or more Members to manage any or all of the business of the Agency on terms and conditions acceptable to the Board of Directors. Any Member so engaged shall have such responsibilities as are set forth in the contract for such Member's services, which shall be approved by a super-majority vote of the Directors representing the non-contracting Member.

Section 9.04 – Principal Office.

At the initial meeting of the Board, the Board shall establish a principal office for the Agency, which shall be located at a place overlying the Basin. The Board may change the principal office from time to time so long as that principal office remains at a location overlying the Basin.

Section 9.05 – Bylaws.

The Board shall adopt Bylaws governing the conduct of meetings and the day-to-day operations of the Agency on or before the first anniversary of the Effective Date of this Agreement.

Section 9.06 – Official Seal and Letterhead.

The Board may adopt, and/or amend, an official seal and letterhead for the Agency.

Section 9.07 – Conflict of Interest Code.

The Board shall adopt and file a Conflict of Interest Code pursuant to the provisions of the Political Reform Act of 1974 within six months of the Effective Date. The Board may review and revise the Conflict of Interest Code from time to time as appropriate or when required by law.

Article X: Financial Provisions

Section 10.01 – Establishment of Funds.

The Board shall establish and maintain such funds and accounts as may be required by generally accepted public agency accounting practices. The Agency shall maintain strict accountability of all funds and report all receipts and disbursements of the Agency on no less than a quarterly basis.

Section 10.02 – Initial Agency Funding Commitments.

In order to initially fund the Agency, the Members, as well as the MWC/PUCRs pursuant to the participation agreement, shall each provide the funding commitment amounts listed in the tables below ("Funding Commitment"), with the Funding Commitment to be paid by the identified due dates in the tables below. Such Funding Commitments may be made by payment to the Agency, providing services to the Agency through an agreement with the Agency, or through a combination of both. If any portion of a Member's Funding Commitment is to be provided through a services agreement, such Member shall strive to enter into a services agreement with the Agency by the initial due date. The timeframe for payment of any remainder amounts shall be determined by the Board of Directors based on the funding and operational needs of the Agency, and shall be due and payable within thirty (30) days of request for funds as issued by the Agency, provided that

billing of Members may take into account the larger agency Members' ability and willingness to make payments prior to the smaller agency Members. To the extent the Agency is able to secure other funding sources in the future, and to the extent permitted by law, the Agency shall reimburse any Funding Commitment amount to each Member on a proportionate basis.

Fiscal Year 2017-18:

	Total FY 2017-18 Commitment	Initial Commitment amount due by July 31, 2017
City of Cotati	\$ 55,000	\$ 18,000
City of Rohnert Park	\$ 55,000	\$ 18,000
City of Santa Rosa	\$ 55,000	\$ 18,000
Town of Windsor	\$ 55,000	\$ 18,000
Gold Ridge Resource Conservation District	\$ 55,000	\$ 18,000
Sonoma Resource Conservation District	\$ 20,000	\$ 6,600
County of Sonoma	\$ 55,000	\$ 18,000
Sonoma County Water Agency	\$ 55,000	\$ 18,000
MWC/PUCR*	\$ 55,000	\$ 18,000
TOTAL	\$460,000	\$150,600

For Fiscal Year 2018-19, the Members shall each be prepared to make the following Funding Commitment to the Agency based on a projected annual budget amount of \$530,000, provided, however, that it is understood and agreed that the actual funding needs of the Agency may vary and will depend on the actual 2018-19 budget as adopted by the Board. In the event the funding needs are greater than those anticipated in the proposed fiscal year 2018-19 budget, any excess Funding Commitment is subject to Board approval pursuant to Section 7.07.

* The Initial Funding Commitment of the MWC/PUCRs shall be due within 30 days of final approval and execution of the MWC/PUCRs participation agreement or by July 31st, whichever date is later.

	Total FY 2018-19 Commitment	Initial Funding Commitment amount due by July 31, 2018
City of Cotati	\$ 64,000	\$ 21,000
City of Rohnert Park	\$ 64,000	\$ 21,000
City of Santa Rosa	\$ 64,000	\$ 21,000
Town of Windsor	\$ 64,000	\$ 21,000

Gold Ridge Resource Conservation District	\$ 64,000	\$ 21,000
Sonoma Resource Conservation District	\$ 20,000	\$ 6,600
County of Sonoma	\$ 64,000	\$ 21,000
Sonoma County Water Agency	\$ 64,000	\$ 21,000
MWC/PUCR	\$ 64,000	\$ 21,000
TOTAL	\$532,000	\$174,600

Section 10.03 – Fiscal Year.

The Fiscal Year of the Agency shall be July 1 to June 30.

Section 10.04 – Treasurer and Annual Audit.

The Sonoma County Auditor-Controller-Treasurer-Tax Collector shall act as the initial Treasurer for the Agency. The Treasurer shall perform all usual and customary duties of their offices for the Agency, including but not limited to receiving all deposits, issuing warrants per direction, and other duties specified in Government Code section 6505.5. The Board may transfer the responsibilities of the Treasurer, by three-fourths supermajority vote of the Board, to any other person or entity as the law may provide at the time (see e.g., Government Code section 6505.5). The Board shall cause an independent annual audit to be made by a certified public accountant, or public accountant, in compliance with Government Code section 6505.

Section 10.05 – Funds: Property: Bonds.

The Board may from time to time designate the officers and persons, in addition to those specified in Section 10.04 above, who shall have charge of, handle, or have access to any funds and/or property of the Agency. Pursuant to California Government Code section 6505.1, each such officer and person shall file a bond in an amount designated by the Board.

Section 10.06 – Budget.

The Board shall adopt a budget for the Agency for the ensuing Fiscal Year not later than April 1st of each year. The Board may authorize mid-year budget adjustments, as needed.

Section 10.07 – Payments To The Agency.

All fees, costs and expenses incurred by the Agency may be funded from: (i) voluntary contributions from third parties, such as grants; (ii) voluntary contributions, advances or loans from the Members or other sources; (iii) bond revenue; (iv) taxes, assessments, fees and/or charges levied by the Agency under the provisions of SGMA or otherwise provided by law; and, (v) subject to the unanimous vote of the Board, assessments on the Members to carry out the activities of the Agency generally applicable to all Members.

Article XI: Relationship of Agency And Its Members

Section 11.01 – Separate Entity.

In accordance with California Government Code Sections 6506 and 6507, the Agency shall be a public entity separate and apart from the parties to this Agreement.

Section 11.02 – Liabilities.

In accordance with California Government Code section 6508.1, the debt, liabilities and obligations of the Agency shall be the debts, liabilities and obligations of the Agency alone and not of its Members. The Members do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Agency, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented.

Section 11.03 – Indemnity and Insurance.

11.03.01 Indemnity. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. To the fullest extent permitted by law, the Agency agrees to save, indemnify, defend and hold harmless each Member, each Director, and any officers, agents and employees of the Agency from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are attributable in whole or in part, to the conduct, activities, operations, acts, and omissions of the Agency.

11.03.02 Agency Insurance and Liability Coverage Requirements

The Agency shall be required to obtain insurance, or join a self-insurance program in which one or more of the Members participate, appropriate for its operations. Any and all insurance coverages provided by the Agency, and/or any self-insurance programs joined by the Agency, shall name each and every Member as an additional insured for all liability arising out of or in connection with the operations by or on behalf of the named insured in the performance of this Agreement. Minimum levels of the insurance or self-insurance program shall be set by the Agency in its ordinary course of business. The Agency shall also require all of its contractors and subcontractors to have insurance appropriate for their operations. All amounts coverages and provisions of the insurance policies identified in this Section 11.03B shall be subject to the approval of Agency Legal Counsel.

Section 11.04 – Agreements With Member Agencies

The Board may approve agreements with one or more Members that agree to undertake activities to benefit the Agency and further its purposes by a majority vote of the Directors representing the non-contracting Members.

Section 11.05 – Withdrawal of Members.

Any Member shall have the ability to withdraw by providing one hundred eighty (180) days written notice of its intention to withdraw. Said notice shall be given to the Board and to each of the other Members.

A Member shall not be fiscally liable for the adopted budget provided that the Member provides written notice one hundred eighty (180) days prior to the adoption of the budget.

Notwithstanding the foregoing, any Member shall have the ability to withdraw by providing not less than ninety (90) days written notice of its intention to withdraw prior to the adoption of the 2018-19 budget. A Member shall not be fiscally liable for the fiscal year 2018-19 Funding Commitment provided that said Member has provided a timely notice of its intent to withdraw to the Board and each of the other Members.

In the event of a withdrawal, this Agreement shall continue in full force and effect among the remaining members as set forth in Section 11.07 below.

Section 11.06 – Termination of Members.

Any Member's failure to meet its funding obligations pursuant to Sections 10.02 or 10.07 of this Agreement may be treated as a breach of this Agreement and the Board may vote to terminate such Member. Such termination shall be approved by unanimous consent of all Directors except the Director of the Member proposed to be terminated. In lieu of termination, the Board may in its discretion vote to suspend a Member's voting privileges for failure to meet its funding obligations pursuant to Section 10.02 or 10.07 until the Member has satisfied its funding obligations. Such suspension of voting privileges shall be approved by a supermajority vote, as defined in Section 7.06 above but excepting the Director of the Member proposed to have its voting privileges suspended. In the event a Member's voting privileges are suspended, that Member shall not be counted for purposes of determining a majority or supermajority vote in accordance with Sections 7.05 and 7.06. In the event of termination of a Member, this Agreement shall continue in full force and effect among the remaining members as set forth in Section 11.07 below, and such action by the Board shall not be subject to the requirements of Section 12.02. Before terminating a Member for breach pursuant to this section, the Board must satisfy the meet and confer requirements under Section 12.04. As part of the meet and confer process, the Board and the Member proposed to be terminated may conduct mediation in accordance with Section 12.04.

Any Member's failure to be represented by a Director or Alternate Director of the Member for three consecutive meetings (regular or special) of the Board may be considered a breach of this Agreement for which the Board may vote to suspend a Member's voting privileges for one or more meetings of the Board. Such suspension of voting privileges shall be approved by a supermajority vote, as defined in Section 7.06 above but excepting the Director of the Member proposed to have its voting privileges suspended. In the event a Member's voting privileges are suspended, that Member shall not be counted as a member of the Board for purposes of determining a majority or supermajority vote in accordance with Sections 7.05 and 7.06.

Suspension of a Member's voting privileges under this section shall not excuse that Member from its obligations under this Agreement, including but not limited to, continuing Funding Commitments to the Agency and attendance at meetings.

Section 11.07 – Continuing Obligations upon Withdrawal or Termination.

Except as provided for in Section 11.05, any withdrawal or termination of a Member, shall not relieve the withdrawing or terminating Member of its financial obligations arising under this Agreement prior to the effective date of the withdrawal or termination, including but not limited to financial obligations or guarantees for loans provided by individual Members, if applicable.

The withdrawal or termination of one or more Members shall not terminate this Agreement or result in the dissolution of the Agency. This Agreement shall remain in full force and effect among the remaining members, following the withdrawal or termination of any Member, and the Agency shall remain in operation provided that there are at least two Members remaining in this Agreement, and shall continue to function as the GSA for the Basin.

Section 11.08 – Dissolution.

The Agency may be dissolved at any time upon the unanimous vote of the Board. However, the Agency shall not be dissolved until all debts and liabilities of the Agency have been eliminated, or allocated, assigned and assumed by individual Members, or another entity or individual. Upon Dissolution of the Agency, each Member shall receive its proportionate share (in proportion to the contributions made by each Member) of any remaining assets after all Agency liabilities and obligations have been paid in full. The distribution of remaining assets may be made “in kind” or assets may be sold and the proceeds thereof distributed to the Members. This distribution shall occur within a reasonable time after dissolution. No former member which previously withdrew or was terminated shall be entitled to a distribution upon dissolution.

Section 11.09 – Disposition of Property Upon Termination of Agency or Board Determination of Surplus.

Upon termination of this Agreement or upon determination by the Board that any surplus money is on hand, such surplus money shall be returned to the then Members of the Agency that contributed such monies in proportion to their contributions or such surplus money may be applied to a Board designated reserve account. The Board shall first offer any surplus properties, works, rights and interests of the Agency for sale to the individual Member and the sale shall be based on highest bid. If no such sale is consummated, the Board shall offer the surplus properties, works, rights and interests of the Agency for sale in accordance with applicable law to any governmental agency, private entity or persons for good and adequate consideration.

Article XII: Miscellaneous Provisions

Section 12.01 – Agreement Complete.

The foregoing constitutes the full and complete Agreement of the Members. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

Section 12.02 – Amendment.

12.02.01 Minor Amendments. Minor, administrative amendments to this Agreement may be made by supermajority vote pursuant to Section 7.06.

12.02.02. Other Amendments. Amendments to this Agreement related to the following provisions may be amended from time to time by the unanimous consent of the Members, acting through their governing bodies. Such amendments shall be in the form of a writing signed by each Member.

- Any change in Powers
- Any change in Board composition, except as already provided for in this Agreement
- Any change in Voting requirements
- Any changes to Liabilities and Indemnification provisions
- Any changes to Termination and Withdrawal provisions
- Elimination of the Advisory Committee

Section 12.03 – Successors and Assigns.

The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Agency then in effect.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Members hereto. This section does not prohibit a Member from entering into an independent agreement with another agency regarding the financing of that Member's contributions to the Agency or the disposition of proceeds, which that Member receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Agency or the Members under this Agreement.

Section 12.04 – Dispute Resolution.

In the event there are disputes and/or controversies relating to the interpretation, construction, performance, termination, breach of, withdrawal from or other issue related to this Agreement, the Members that are party to the dispute (the "Disputing Parties") agree to meet and confer in a good faith attempt to resolve the dispute. On the request of any Disputing Party to meet and confer, the other Disputing Parties agree to provide available dates within 21 days of the meet and confer request. The Disputing Parties may agree to schedule additional meet and confer sessions. If the Disputing Parties are unable to resolve the dispute by meeting and conferring, they shall mediate the dispute. The cost of any such mediation will be borne equally by the Disputing Parties. If the Disputing Parties cannot agree on a mediator, they may select a mediator by alternately striking names from a list of available mediators from JAMS or a similar mediation service provider. The Disputing Parties will provide all other Members written notice of any scheduled mediation and the issues subject to mediation at least 10 business days prior to the mediation. One representative for each Member not party to the dispute and one Agency staff representative may attend any mediation under this section to represent the Members' and the Agency's interests related to the mediation. The cost of such representatives' attendance

shall be borne by the Members and the Agency so represented. The mediator may, in the mediator's sole discretion limit the participation of representatives of Members not party to the dispute and/or any Agency representative in the interest of successfully mediating the dispute.

No settlement of a dispute subject to this section will bind the Agency or any Members not party to the dispute except to the extent the settlement is approved by the Agency Board by unanimous vote of the Directors of the non-disputing Members.

Section 12.05 – Execution In Parts Or Counterparts.

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the Members hereto. Facsimile or electronic signatures shall be binding.

Section 12.06 – Member Authorization.

The governing bodies of the Members have each authorized execution of this Agreement, as evidenced by their respective signatures below.

Section 12.07 – No Predetermination or Irretrievable Commitment of Resources.

Nothing herein shall constitute a determination by the Agency or any Member that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, have been completed.

Section 12.08 – Notices.

Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the Members hereto on Exhibit "A" of this Agreement, or to such other changed addresses communicated to the Agency and the Members in writing.

Section 12.09 – Severability And Validity Of Agreement.

Should the participation of any Member to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that Member's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each Member hereby agrees it would have entered into this Agreement upon the same remaining terms as provided herein.

Section 12.10 – Singular Includes Plural.

Whenever used in this Agreement, the singular form of any term includes the plural form and the plural form includes the singular form.

IN WITNESS WHEREOF, the Members hereto, pursuant to resolutions duly and regularly adopted by their respective Board of Directors or governing board, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

SIGNATURE LINES

[Insert Signature Block for Each Member]

Date

Final Draft

EXHIBIT A

MEMBERS

City of Cotati

City of Rohnert Park

City of Santa Rosa

Town of Windsor

Sonoma Resource Conservation District

Gold Ridge Resource Conservation District

Sonoma County Water Agency

County of Sonoma

EXHIBIT B

Advisory Committee to the Agency Board

The purpose of the advisory committee is to provide input and recommendations to the Agency Board on groundwater sustainability plan development and implementation and GSA policies. The intent of the committee is to provide community perspective and participation in the GSA.

The Advisory Committee will review and/or provide recommendations to the Agency Board on groundwater-related issues that may include:

- Development, adoption or amendment of the GSP
- Sustainability goals and objectives
- Best management practices
- Monitoring programs
- Annual work plans and reports (including mandatory 5-year milestone reports)
- Modeling scenarios
- Inter-basin coordination activities
- Projects and management actions to achieve sustainability
- Community outreach
- Local regulations to implement SGMA
- Fee proposals
- General advisory

The Advisory Committee will not be involved in the Agency budget or day-to-day operations, such as personnel staffing or contracting.

Membership

Composition of the Advisory Committee is intended to represent the beneficial uses and users of groundwater identified in the Sustainable Groundwater Management Act. Committee members may not serve concurrently on the Agency Board. Members must live or work within the Santa Rosa Plain Groundwater Basin or represent an organization with a presence in Santa Rosa Plain Groundwater Basin, identified by the Department of Water Resources current Bulletin 118. Committee membership is based on the interest group and member agency designations described below. Notwithstanding the foregoing, the Board may choose to appoint one of the interest-based members of the Advisory Committee from outside the Bulletin 118 Basin, provided such member resides, works or represents an organization with a presence in the watershed which contributes to the Basin.

Each Member of the Agency, as well as the MWC/PUCRs, will appoint a representative from staff or the community to the Advisory Committee, for a total of nine members:

1. City of Santa Rosa

2. Town of Windsor
3. City of Rohnert Park
4. City of Cotati
5. Sonoma County
6. Sonoma County Water Agency
7. Sonoma Resource Conservation District
8. Gold Ridge Resource Conservation District
9. Mutual Water Companies/ PUC-Regulated

The following GSA eligible entities have elected not to participate on the Agency Board but shall hold a seat on the Advisory Committee. These entities, not the Agency Board, will appoint their representatives:

10. Graton Rancheria
11. City of Sebastopol

The Agency Board will appoint 7 interest-based members:

12. Environmental representative
13. Environmental representative
14. Rural residential well owner
15. Rural residential well owner
16. Business community representative
17. Agricultural interest (surface water or GW user)
18. Agricultural interest (surface water or GW user)

Member Appointment

The Agency Board will appoint members to fill the interest-based seats. Interested individuals from the community or local organizations may apply to the Agency Board, designating in the application the seat that the applicant would intend to fill.

The Agency Board encourages entities and individuals within each interest group to work together to recommend a single candidate to fill that interest's seat. The Agency Board will give strong consideration to appointing candidates that have the backing of multiple organizations or individuals within that interest group.

The Agency Board encourages candidates with experience and familiarity with groundwater and its management. The Agency Board will also give preference to applicants with experience working with diverse community-based groups.

For one of the rural residential well representatives, the Agency Board will give preference to appointees that can represent the interests of disadvantaged populations or interests that are otherwise under-represented on the Advisory Committee.

For agricultural representatives, preference will be given for diversity between surface and groundwater reliance for agricultural operations.

Application Timeline

The Agency Board will establish a timeline and process for appointment of the initial advisory committee following Agency formation. In subsequent years, applicants will submit an application and statement of interest for vacant seats to the Agency Board by October 1 of the year prior to the beginning of the term for that seat. The GSA will post applications on its web site. At-large appointments from Members will be due to the Agency Board by November 1st. The GSA governing board will appoint interest-based committee members at its final meeting of each calendar year as necessary. Terms will commence in January of the subsequent year.

Advisory Committee Member Terms

The initial Advisory Committee appointments will include seats with three-year terms (interest-based categories) and two-year terms (at-large). Following initial committee appointment, all member terms will be two years. Advisory Committee Members are not term-limited; however, interest-based members must apply for each term. If a vacancy occurs for an interest-based seat before the end of the term, the Agency Board will appoint a new member to complete the term. At-large vacancies shall be filled by the Member agency.

The Agency Board can remove an interest-based committee member if the member is not performing responsibilities. The Agency Board will appoint alternates if the Board deems alternate committee members necessary. If appointing alternates, the Agency Board will request that the Member agency also provide alternates for at-large members.

Decision Making and Governing Board Consideration

To inform Agency Board decision-making, the Advisory Committee will provide written recommendations in reports. The recommendations reports will identify areas of agreement and disagreement. The committee will strive for consensus when possible, but reaching consensus is not necessary. Consensus means that everyone can at least “live with it.” When unable to reach consensus on recommendations, the committee will outline the areas in which it does not agree, providing some explanation to inform Agency Board decision-making.

The committee may request that one or more committee members present its recommendations to the Agency Board, including areas of agreement and disagreement, consistent with committee deliberations.

Pursuant to Agency Board direction, Agency staff will develop the annual work plan and schedule for committee meetings. The Advisory Committee will adopt a charter and will appoint a chair and vice-chair.

The Agency Board will consider advisory committee recommendations when making decisions. If the Agency Board does not agree with the recommendations of the Advisory Committee, the Agency Board shall state the reasons for its decision.

Public Process

All Advisory Committee meetings are subject to the Brown Act and will be open to the

public. The GSA will announce committee meetings on its web site and through its regular communication channels.

Final Draft

Final Draft April 5, 2017

**JOINT EXERCISE OF
POWERS AGREEMENT**

creating the

**SONOMA VALLEY
GROUNDWATER
SUSTAINABILITY AGENCY**

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Draft

SONOMA VALLEY GROUNDWATER SUSTAINABILITY AGENCY JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (“**Agreement**”) forming the Sonoma Valley Groundwater Sustainability Agency (“**Agency**”) is made and entered into as of **Month/Day/Year** (“**Effective Date**”), by and among the public agencies listed on the attached Exhibit “A” (collectively “**Members**” and individually “**Member**”) for the purpose of forming a Groundwater Sustainable Agency (“**GSA**”) and achieving groundwater sustainability in the Sonoma Valley Groundwater Basin.

RECITALS

WHEREAS, the comprehensive groundwater legislation collectively enacted and referred to as the “Sustainable Groundwater Management Act” (“**SGMA**”) initially became effective on January 1, 2015.

WHEREAS, the stated purpose of SGMA, as set forth in California Water Code section 10720.1, is to provide for the sustainable management of groundwater basins at a local level by providing local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater.

WHEREAS, SGMA requires the designation of Groundwater Sustainability Agencies (“**GSAs**”) for the purpose of achieving groundwater sustainability through the adoption and implementation of Groundwater Sustainability Plans (“**GSPs**”) or an alternative plan for all medium and high priority basins as designated by the California Department of Water Resources.

WHEREAS, each Member is a local agency, as defined by SGMA, within the Napa-Sonoma Valley Groundwater Basin, Sonoma Valley Subbasin (“**Basin**”) which is designated basin number 2-02.02 in Department of Water Resources Bulletin No. 118 and which is designated as a medium priority basin.

WHEREAS, SGMA requires that the Basin have a designated GSA by no later than June 30, 2017 and an adopted GSP by no later than January 31, 2022.

WHEREAS, SGMA authorizes a combination of local agencies to form a GSA by entering into a joint powers agreement.

WHEREAS, the Members are authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code) (“**Act**”) to create the Agency for the purpose of jointly exercising those powers granted by the Act and any additional powers which are common among them.

WHEREAS, the Members, individually and collectively, have the goal of cost effective sustainable groundwater management that considers the interests and concerns of all beneficial uses and users of groundwater.

WHEREAS, in order to promote efficiency and sharing of resources, the Members, individually and collectively, encourage coordination between GSAs in Sonoma County.

WHEREAS, the Members hereby enter into this Agreement to establish this Joint Powers Authority to form a GSA and undertake the management of groundwater resources pursuant to SGMA.

AGREEMENT TERMS

NOW THEREFORE, in consideration of the matters recited and the mutual promises, covenants, and conditions set forth in this Agreement, the Members hereby agree as follows:

Article I: Definitions

Section 1.01 – Definitions.

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

(a) “Act” shall mean the Joint Exercise of Powers Act, set forth in Chapter 5 of Division 7 of Title 1 of the California Government Code, sections 6500, *et seq.*, including any amendments thereto.

(b) “Agreement” means this Sonoma Valley Groundwater Sustainability Agency Joint Exercise of Powers Agreement.

(c) “Agency” shall mean the Sonoma Valley Groundwater Sustainability Agency, which is a separate entity created by this Agreement pursuant to the provisions of California Government Code sections 6500 *et seq.*

(d) “Basin” shall mean the Sonoma Valley Groundwater Subbasin which is designated basin number 2-02.02 in Department of Water Resources’ Bulletin No. 118 and as its boundaries may be modified from time to time through the procedures described in California Water Code section 10722.2 or by the Department of Water Resources under its separate authority.

(e) “Board of Directors” or “Board” shall mean the governing body of the Agency as established by Section 6.01 of this Agreement.

(f) “Bylaws” shall mean the bylaws adopted by the Board of Directors pursuant to Section 9.05 of this Agreement to govern the day-to-day operations of the Agency.

(g) “Director” and “Alternate Director” shall mean a Director or Alternate Director appointed by a Member pursuant to Section 6.02 of this Agreement.

(h) “Fiscal Year” shall mean July 1 through June 30 pursuant to Section 10.03 of this Agreement.

(i) “Groundwater Sustainability Agency” or “GSA” shall have the meaning set forth in California Water Code section 10721(j).

(j) “Groundwater Sustainability Plan” or “GSP” shall have the meaning set forth in

California Water Code section 10721(k).

(k) “Local Agency” or “Local Agencies” shall have the meaning set forth in California Water Code Section 10721(n).

(l) “Member” or “Members” shall mean the local agencies listed in the attached Exhibit “A” that have executed this Agreement, including any new Members that may subsequently join this Agency with the authorization of the Board, pursuant to Section 5.02 of this Agreement.

(m) “Plan Manager” shall mean the person designated by the Board to oversee the preparation and implementation of the GSP and who has been delegated management authority for submitting the GSP, GSP amendments, annual reports, and five-year assessments and serving as the point of contact between the Agency and the Department of Water Resources. The Plan Manager shall be a professional engineer, professional geologist or certified hydrogeologist.

(n) “Sustainable Groundwater Management Act” or “SGMA” shall mean the comprehensive groundwater legislation collectively enacted and referred to as the “Sustainable Groundwater Management Act” (“SGMA”) as codified in California Water Code Sections 10720 *et seq.* and as may be amended in the future.

Article II: Agency Creation

Section 2.01 – Creation of the Agency.

There is hereby created a joint powers agency known as the Sonoma Valley Groundwater Sustainability Agency (“Agency”). The Agency shall be, to the extent provided by law, a public entity separate from the Members of this Agreement.

Section 2.02 – Purpose of the Agency.

The purpose of this Agreement, and the creation of the Agency, is to provide for the joint exercise of powers common to the Members, to specifically include powers granted by SGMA, for the purpose of cooperatively carrying out the requirements of SGMA, including, but not limited to, serving as the GSA for the Basin and developing, adopting and implementing a GSP that achieves groundwater sustainability in the Basin.

Article III: Term

Section 3.01 – Term.

This Agreement shall become operative on the Effective Date provided that at least two of the Members listed in Exhibit A have executed this Agreement by said date. If an eligible agency listed in Exhibit A has not executed this Agreement by May 22, 2017, it will lose its right to join through execution of this Agreement and its membership will be subject to the process for inclusion of new Members set forth in Section 5.02.

This Agreement shall remain in effect until terminated by the unanimous written consent

of all then active Members or until there are less than two Members remaining in the Agency; provided, however, that this Agreement shall remain in effect during the term of any contractual obligation or indebtedness of the Agency that was previously approved by the Board.

Article IV: Powers

Section 4.01 – Powers.

The Agency shall possess the ability to exercise those powers specifically granted by the Act and SGMA. Additionally, the Agency shall possess the ability to exercise the common powers of its Members related to the purposes of the Agency, including, but not limited to, the following:

- 4.1.1 To designate itself the GSA for the Basin pursuant to SGMA.
- 4.1.2 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency and the adoption and implementation of the GSP.
- 4.1.3 To develop, adopt and implement a GSP for the Basin pursuant to SGMA.
- 4.1.4 To employ agents and employees.
- 4.1.5 To obtain legal, financial, accounting, technical, engineering, and other services needed to carry out the purposes of this Agreement.
- 4.1.6 To conduct studies, collect and monitor all data related and beneficial to the development, adoption and implementation of the GSP for the Basin.
- 4.1.7 To perform periodic reviews of the GSP including submittal of annual reports.
- 4.1.8 To register and monitor wells within the Basin.
- 4.1.9 To issue revenue bonds or other appropriate public or private debt and incur debts, liabilities or obligations.
- 4.1.10 To exercise the powers permitted under Government Code section 6504 or any successor statute.
- 4.1.11 To levy taxes, assessments, charges and fees as provided in SGMA or otherwise provided by law.
- 4.1.12 To regulate and monitor groundwater extractions as permitted by SGMA, provided that this Agreement does not extend to a Member's operation of its system to distribute water once extracted or otherwise obtained, unless and to the extent required by other laws now in existence or as may otherwise be adopted.
- 4.1.13 To establish and administer projects and programs for the benefit of the

Basin.

- 4.1.14 To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, special districts, groundwater sustainability agencies, public and private corporations of any kind (including without limitation, investor-owned utilities and mutual water companies), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Agency.
- 4.1.15 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the Agency and to invest funds pursuant to California Government Code section 6509.5 or other applicable State Law.
- 4.1.16 To apply for and accept grants, contributions, donations and loans under any federal, state or local programs for assistance in developing or implementing any of its projects or programs in connection with any project undertaken in the Agency's name for the purposes of the Agency.
- 4.1.17 To acquire by negotiation, lease, purchase, construct, hold, manage, maintain, operate and dispose of any buildings, property, water rights, works or improvements within and without the respective boundaries of the Members necessary to accomplish the purposes describe herein.
- 4.1.18 To sue or be sued in its own name.
- 4.1.19 Any additional powers conferred under SGMA or the Act or under applicable law, insofar as such powers are needed to accomplish the purposes of SGMA, including all powers granted to the Agency under Article 4 of the Act which are in addition to the common powers of the Members, including the power to issue bonds or otherwise incur debts, liabilities or obligations to the extent authorized by the Act or any other applicable provision of law and to pledge any property or revenues of the rights thereto as security for such bonds and other indebtedness.
- 4.1.20 Any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the Members to this Agreement and to perform all other acts necessary or proper to fully carry out the purposes of this Agreement.

Section 4.02 – Exercise of Powers.

In accordance with California Government Code section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the County of Sonoma.

Section 4.03 – Water Rights and Consideration of all Beneficial Uses and Users of Groundwater in the Basin.

As set forth in California Water Code section 10723.2, and any future amendments to

SGMA, the GSA shall consider the interests of all beneficial uses and users of groundwater in the Basin, as well as those responsible for implementing the GSP. Additionally, as set forth in California Water Code section 10720.5(a), and any future amendments to SGMA, any GSP adopted pursuant to this Agreement shall be consistent with Section 2 of Article X of the California Constitution and nothing in this Agreement modifies the rights or priorities to use or store groundwater consistent with Section 2 of Article X of the California Constitution, with the exception that no extraction of groundwater between January 1, 2015 and the date the GSP is adopted may be used as evidence of, or to establish or defend against, any claim of prescription. Likewise, as set forth in California Water Code section 10720.5(b), and any future amendments to SGMA, nothing in this Agreement or any GSP adopted pursuant to this Agreement determines or alters surface water rights or groundwater rights under common law or any provision of law that determines or grants surface water rights.

Section 4.04 – Preservation of Powers.

Nothing set forth in this Agreement is intended to abrogate the powers of any Member, independent of the Agency, including but not limited to police power, as applicable. The adopted GSP shall not authorize any water supply augmentation to the Basin with groundwater extracted from another groundwater basin within the jurisdiction of a Member without the express consent of that Member.

Section 4.05 – Coordination between Basins.

In order to maintain consistency and the efficient use of resources, to the extent feasible, the Agency shall endeavor to coordinate between and among the other Sonoma County GSAs for administration, matters involving public communication and outreach, and for developing frameworks to support groundwater management, which may include agreement to certain areas of coordination, provided that the Agency retain its own authority and that such recommendations are ratified by the Board. The Agency may clarify and acknowledge coordination among the other GSAs through a document or agreement if deemed appropriate.

Section 4.06 – Public Meeting for Periodic Review of Agreement.

To ensure that the Agency's governance structure addresses the interests and concerns of those affected by its activities, the Board shall conduct a public meeting at the following milestones to review the terms and conditions of this Agreement and discuss whether any amendments to this Agreement are necessary or advisable:

- Upon completion of an initial fee study
- Within three years of submittal of the GSP to DWR
- At least once every ten years after adoption of the GSP

At such public meeting the Administrator and Agency Counsel shall make a report to the Board recommending any amendments to the Agreement, and if directed by the Board shall draft proposed amendments to this Agreement for consideration by the governing boards of each Member. This section shall not preclude the Members from making amendments of this Agreement at other times as deemed necessary or appropriate by the Members, in accordance with Section 12.02 of this Agreement.

Article V: Membership

Section 5.01 – Members.

The Members of the Agency shall be the local agencies listed on the attached Exhibit “A”, so long as their Membership has not been withdrawn or terminated pursuant to the provisions of Article XI of this Agreement.

Section 5.02 – New Members.

Upon submittal of an application for membership, new Members shall be admitted to the Agency so long as: 1) the new Member is located or has jurisdictional boundaries within the Basin; 2) the new Member is a local public agency or another entity authorized by SGMA that is qualified to join the Agency under the provisions of SGMA and the Act; and 3) the new Member agrees to the terms of this Agreement, including applicable financial obligations, which may be determined based at no more than an equal share of the unreimbursed Funding Commitments of the other Members pursuant to Section 10.02 or as established pursuant to Section 10.07.

Once an application is accepted by the Board of Directors, this Agreement is executed by an authorized representative of the new Member, and the new Member satisfies any applicable financial obligations of the new Member, the attached Exhibit “A” shall be amended to reflect the new Member, and such action by the Board shall not be subject to the requirements of Section 12.02.

Article VI: Directors and Officers

Section 6.01 – Board of Directors.

The Agency shall be governed and administered by a Board of Directors (“Board”) which is hereby established and which shall be composed of one voting seat per Member. The governing board shall be known as the “Board of Directors of the Sonoma Valley Groundwater Sustainability Agency.” All voting power shall reside in the Board.

Section 6.02 – Directors and Alternates.

Each Member shall appoint one Director and one Alternate Director. The Alternate Director shall serve and assume the rights and duties of the Director when the Director is unable to attend a Board meeting. The Director and Alternate Directors shall be elected or appointed officials of their governing bodies. Directors and Alternate Directors shall serve at the pleasure of the Member appointing them and they may be removed at any time, with or without cause, in the sole discretion of their governing body. Each Director and Alternate Director shall hold office until their successor is selected by their governing body and the Agency has been notified of the succession. In the event that a Primary or Alternate Director loses their position as an official of their Member’s governing body, that Director position shall become vacant and that Member shall appoint a new Director.

Section 6.03 – Officers of the Board.

Officers of the Agency’s Board shall consist of a Chairperson and Vice-Chairperson. The Chairperson shall preside at all meetings of the Board, while the Vice-Chairperson shall perform

the duties of the Chairperson in the absence or disability of the Chairperson. The Chairperson and Vice-Chairperson shall exercise and perform such other powers and duties as may be assigned by the Board.

Section 6.04 – Appointment of Officers of the Board.

The Board shall annually elect the Officers of the Board from the Directors. Officers of the Board shall hold office for a term of one year commencing on January 1 of each and every calendar year and they may serve for multiple consecutive terms. Officers of the Board may be removed and replaced at any time, with or without cause by a Board vote. In the event that an Officer of the Board loses their position as a Director, that Officer of the Board position shall become vacant and Board shall elect a new Officer from existing Board members to serve the remaining Officer term.

Article VII: Board Meetings and Actions

Section 7.01 – Initial Meeting.

The initial meeting of the Board, which shall be held for purpose of meeting the requirements of California Water Code Section 10723, including decision of the Agency to serve as the GSA for the Basin, shall be held at a location overlying the Basin no later than June 30, 2017.

Section 7.02 – Regular Meeting Schedule.

The Board shall establish by ordinance, resolution, bylaws, or other procedure a regular meeting time and place at the initial meeting of the Board. The Board may vote to change the regular meeting time and place provided that the new location remains at a place overlying the Basin.

Section 7.03 – Conduct of Board Meetings.

Meetings of the Board of Directors shall be noticed, held, and conducted in accordance with the provisions of The Brown Act (California Government Code sections 54950, *et seq.*).

Section 7.04 – Quorum.

A quorum of the Board shall consist of a majority of the Directors representing the then current Members.

Section 7.05 – Voting.

Each Director shall have one vote. A majority vote of the Board is needed for the adoption of any action, except those which require a super majority two-thirds vote or a unanimous vote.

Section 7.06 – Supermajority Voting Requirement.

A supermajority vote is two-thirds of the Board. Items that require a supermajority vote to pass include the following which may be amended from time to time by the Board or are otherwise required by law:

- Bylaws adoption, modification or alteration

- GSP adoption, modification or alteration
- Modifications to the composition and number of Advisory Committee members
- Adoption of assessments, charges and fees as provided in SGMA
- Adoption of regulations and ordinances
- Adoption or modification of annual budget including provisions of Section 10.07
- Appointment of Treasurer, subject to the provisions of Section 9.03 and/or Section 10.04

Section 7.07 – Unanimous Voting Requirement.

Items that require a unanimous vote of the Directors of the Board to pass include the following which may be amended from time to time by the Board by a unanimous vote, or are otherwise required by law:

- Financial commitments imposed on Members, whether through the budget approval process or otherwise

Article VIII: Board Committees

Section 8.01 – Committees of the Board.

The Board of Directors may from time to time establish one or more advisory committees or establish standing or ad hoc committees to assist in carrying out the purposes and objects of the Authority. The Board shall determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them.

Section 8.02 – Advisory Committee.

The Board shall establish an Advisory Committee. Meetings of the Advisory Committee shall be noticed, held, and conducted in accordance with the provisions of The Brown Act (California Government Code sections 54950, *et seq.*). Through the use of the Advisory Committee, the Board shall ensure that the development of the GSP includes the meaningful participation of all beneficial uses and users of groundwater and other interested parties in the Basin.

Composition of the Advisory Committee is intended to represent the beneficial uses and users of groundwater identified in SGMA. Committee members may not serve concurrently on the GSA Board. A Committee member’s participation shall not violate the California Political Reform Act of 1974 (Gov. Code, § 81000 *et seq.*), the provisions of California Government Code section 1090 *et seq.*, or any other applicable law. The Advisory Committee’s purpose and membership is described in Exhibit “B.”

Article IX: Operations and Management

Section 9.01 – Administrator and Plan Manager.

9.01.01 Administrator: The Agency may appoint an Administrator, from time-to-time as and when it deems appropriate. The appointed Administrator may be an employee of one of the Members, in accordance with Sections 9.03 and 11.04. If appointed, the Administrator shall serve

at the pleasure of the Board of Directors and his/her duties and responsibilities shall be set forth by a vote of the Board.

9.01.02 Plan Manager: The Board shall designate a Plan Manager. The Administrator and Plan Manager may be the same individual. The Plan Manager shall serve at the pleasure of the Board of Directors and his/her duties and responsibilities shall be set forth by the Board.

Section 9.02 – Legal Counsel and Other Officers.

The Agency may appoint General Legal Counsel who shall serve at the pleasure of the Board. Subject to the limits of the Agency's approved budget, the Board shall also have the power to appoint and contract by a vote of the Board for the services of other officers, consultants, advisers and independent contractors as it may deem necessary or convenient for the business of the Agency, all of whom shall serve at the pleasure of the Board. The appointed General Legal Counsel and/or other appointed officers of the Agency may be employees or contractors of one of the Members, in accordance with Sections 9.03 and 11.04. Appointment of a General Legal Counsel from among Member employees or contractors shall be subject to all applicable Rules of Professional Responsibility, and notwithstanding anything to the contrary in this Agreement, each of the Members expressly reserve and do not waive their rights to approve or disapprove of potential conflicts of Agency General Legal Counsel.

Section 9.03 – Employees and Management.

In addition to, or in lieu of, hiring employees, the Agency may engage one or more Members to manage any or all of the business of the Agency on terms and conditions acceptable to the Board of Directors. Any Member so engaged shall have such responsibilities as are set forth in the contract for such Member's services, which shall be approved by a majority vote of the Directors representing the non-contracting Members.

Section 9.04 – Principal Office.

At the initial meeting of the Board, the Board shall establish a principal office for the Agency, which shall be located at a place overlying the Basin. The Board may change the principal office from time to time as the Board sees fit so long as that principal office remains at a location overlying the Basin.

Section 9.05 – Bylaws.

The Board shall adopt Bylaws governing the conduct of meetings and the day-to-day operations of the Agency on or before the first anniversary of the Effective Date of this Agreement.

Section 9.06 – Official Seal and Letterhead.

The Board may adopt, and/or amend, an official seal and letterhead for the Agency by a vote of the Directors.

Section 9.07 – Conflict of Interest Code.

At the initial meeting of Board, the Board shall begin the process for adoption and filing

of a Conflict of Interest Code pursuant to the provisions of the Political Reform Act of 1974.

Article X: Financial Provisions

Section 10.01 – Establishment of Funds.

The Board shall establish and maintain such funds and accounts as may be required by generally accepted public agency accounting practices. The Agency shall maintain strict accountability of all funds and report all receipts and disbursements of the Agency on no less than a quarterly basis.

Section 10.02 – Initial Agency Funding Commitments.

In order to initially fund the Agency, the Members shall each provide the funding commitment amounts listed in the table below (“Funding Commitment”), with the Funding Commitment to be paid by the identified due dates in the table below. Such Funding Commitments may be made by payment to the Agency, providing services to the Agency through an agreement with the Agency, or through a combination of both. If any portion of a Member’s Funding Commitment is to be provided through a services agreement, such Member shall strive to enter into a services agreement with the Agency by the initial due date.

Member	Total Initial FY 2017-18 Commitment	Due by July 31, 2017
Sonoma Resource Conservation District	\$ 20,000	\$ 6,600
North Bay Water District	\$ 20,000	\$ 6,600
City of Sonoma	\$ 97,767	\$ 32,590
Valley of the Moon Water District	\$ 97,767	\$ 32,590
County of Sonoma	\$117,233	\$ 39,078
Sonoma County Water Agency	\$117,233	\$ 39,078

The timeframe for payment of any remainder amounts shall be determined by the Board of Directors based on the funding and operational needs of the Agency, and shall be due and payable within thirty (30) days of request for funds as issued by the Agency.

To the extent the Agency is able to secure other funding sources in the future, and to the extent permitted by law, the Agency shall reimburse the Funding Commitment amount to each Member as follows:

1. Each Member shall be reimbursed first for any amount paid over \$20,000.
2. When all commitments over \$20,000 have been reimbursed, should additional funds be available for reimbursement, such funds will be reimbursed equally to each Member.

Section 10.03 – Fiscal Year.

The Fiscal Year of the Agency shall be July 1 to June 30.

Section 10.04 – Treasurer and Annual Audit.

The Sonoma County Auditor-Controller-Treasurer-Tax Collector shall act as the initial Treasurer for the Agency. The Treasurer shall perform all usual and customary duties of their offices for the Agency, including but not limited to receiving all deposits, issuing warrants per direction, and other duties specified in Government Code section 6505.5. The Board may transfer the responsibilities of the Treasurer, by two-thirds supermajority vote of the Board, to any other person or entity as the law may provide at the time (see e.g., Government Code section 6505.5). The Board shall cause an independent annual audit to be made by a certified public accountant, or public accountant, in compliance with Government Code section 6505.

Section 10.05 – Funds: Property: Bonds.

The Board may from time to time designate the officers and persons, in addition to those specified in Section 10.04 above, who shall have charge of, handle, or have access to any funds and/or property of the Agency. Pursuant to California Government Code section 6505.1, each such officer and person shall file a bond in an amount designated by the Board.

Section 10.06 – Budget.

By a date no later than sixty (60) days before the end of each Fiscal Year, the Board shall adopt a budget for the Agency for the ensuing Fiscal Year. The Board may authorize mid-year budget adjustments, as needed.

Section 10.07 – Payments To The Agency.

All fees, costs and expenses incurred by the Agency may be funded from: (i) voluntary contributions from third parties, such as grants; (ii) advances or loans from the Members or other sources; (iii) bond revenue; (iv) taxes, assessments, fees and/or charges levied by the Agency under the provisions of SGMA or otherwise provided by law; and, (v) subject to the unanimous vote of the Board, assessments on the Members to carry out the activities of the Agency generally applicable to all Members.

Article XI: Relationship of Agency And Its Members

Section 11.01 – Separate Entity.

In accordance with California Government Code Sections 6506 and 6507, the Agency shall be a public entity separate and apart from the parties to this Agreement.

Section 11.02 – Liabilities of Agency Not Liabilities of Members.

In accordance with California Government Code section 6508.1, the debt, liabilities and obligations of the Agency shall be the debts, liabilities and obligations of the Agency alone and not of its Members. To the maximum extent permitted by law, including, but not limited to, California Government Code Section 895.2 and following, as such statutes may be amended or supplemented, and notwithstanding any contrary provision in this Agreement, the Members do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of

the Agency.

Section 11.03 – Indemnity and Insurance.

11.03.01. Indemnity. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. To the fullest extent permitted by law, the Agency agrees to save, indemnify, defend and hold harmless each Member, each Director, and any officers, agents and employees of the Agency from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are attributable in whole or in part to the conduct, activities, operations, acts, and omissions of the Agency.

11.03.02. Insurance. The Agency shall be required to obtain insurance, or join a self-insurance program in which one or more of the Members participate, appropriate for its operations. Any and all insurance coverages provided by the Agency, and/or any self-insurance programs joined by the Agency, shall name each and every Member as an additional insured for all liability arising out of or in connection with the operations by or on behalf of the named insured in the performance of this Agreement. Minimum levels of the insurance or self-insurance program shall be set by the Agency in its ordinary course of business. The Agency shall also require all of its contractors and subcontractors to have insurance appropriate for their operations.

Section 11.04 – Agreements With Member Agencies

The Board may approve agreements with one or more Members that agree to undertake activities to benefit the Agency and further its purposes by a majority vote of the Directors representing the non-contracting Members.

Section 11.05 – Withdrawal of Members.

Any Member shall have the ability to withdraw by providing ninety (90) days written notice of its intention to withdraw. Said notice shall be given to the Board and to each of the other Members.

A Member shall not be fiscally liable for the adopted budget provided that the Member provides written notice ninety (90) days prior to the adoption of the budget.

In the event of a withdrawal, this Agreement shall continue in full force and effect among the remaining members as set forth in Section 11.07 below.

Section 11.06 – Termination of Members.

Any Member's failure to meet its funding obligations pursuant to Sections 10.02 or 10.07 of this Agreement may be treated as a breach of this Agreement and the Board may vote to terminate such Member. Such termination shall be approved by unanimous consent of all Directors except the Director of the Member proposed to be terminated. In lieu of termination, the Board may in its discretion vote to suspend a Member's voting privileges for failure to meet its funding obligations pursuant to Section 10.02 or 10.07 until the Member has satisfied its funding obligations. Such suspension of voting privileges shall be approved by a supermajority vote, as defined in Section 7.06 above but excepting the Director of the Member proposed to have its voting

privileges suspended. In the event a Member's voting privileges are suspended, that Member shall not be counted for purposes of determining a majority or supermajority vote in accordance with Sections 7.05 and 7.06. In the event of termination of a Member, this Agreement shall continue in full force and effect among the remaining members as set forth in Section 11.07 below, and such action by the Board shall not be subject to the requirements of Section 12.02. Before terminating a Member for breach pursuant to this section, the Board must satisfy the meet and confer requirements under Section 12.04. As part of the meet and confer process, the Board and the Member proposed to be terminated may conduct mediation in accordance with Section 12.04.

Any Member's failure to be represented by a Director or Alternate Director of the Member for three consecutive meetings (regular or special) of the Board may be considered a breach of this Agreement for which the Board may vote to suspend a Member's voting privileges for one or more meetings of the Board. Such suspension of voting privileges shall be approved by a supermajority vote, as defined in Section 7.06 above but excepting the Director of the Member proposed to have its voting privileges suspended. In the event a Member's voting privileges are suspended, that Member shall not be counted as a member of the Board for purposes of determining a majority or supermajority vote in accordance with Sections 7.05 and 7.06.

Suspension of a Member's voting privileges under this section shall not excuse that Member from its obligations under this Agreement, including but not limited to, continuing financial commitments to the Agency and attendance at Board meetings.

Section 11.07 – Continuing Obligations upon Withdrawal or Termination.

Except as provided for in Section 11.05, any withdrawal or termination of a Member, shall not relieve the withdrawing or terminating Member of its financial obligations arising under this Agreement prior to the effective date of the withdrawal or termination, including but not limited to financial obligations or guarantees for loans provided by individual Members, if applicable.

The withdrawal or termination of one or more Members shall not terminate this Agreement or result in the dissolution of the Agency. This Agreement shall remain in full force and effect among the remaining members, following the withdrawal or termination of any Member, and the Agency shall remain in operation provided that there are at least two Members remaining in this Agreement.

Section 11.08 – Dissolution.

The Agency may be dissolved at any time upon the unanimous vote of the Board and approval of the Members' governing boards. However, the Agency shall not be dissolved until all debts and liabilities of the Agency have been eliminated. Upon Dissolution of the Agency, each Member shall receive its proportionate share (in proportion to the contributions made by each Member) of any remaining assets after all Agency liabilities and obligations have been paid in full. The distribution of remaining assets may be made "in kind" or assets may be sold and the proceeds thereof distributed to the Members. This distribution shall occur within a reasonable time after dissolution. No former member which previously withdrew or was terminated shall be entitled to a distribution upon dissolution.

Section 11.09 – Disposition of Property Upon Termination of Agency or Board Determination of Surplus.

Upon termination of this Agreement or upon determination by the Board that any surplus money is on hand, such surplus money shall be returned to the then Members of the Agency that contributed such monies in proportion to their contributions or such surplus money may be applied to a Board designated reserve account. The Board shall first offer any surplus properties, works, rights and interests of the Agency for sale to the individual Member and the sale shall be based on highest bid. If no such sale is consummated, the Board shall offer the surplus properties, works, rights and interests of the Agency for sale in accordance with applicable law to any governmental agency, private entity or persons for good and adequate consideration.

Article XII: Miscellaneous Provisions

Section 12.01 – Agreement Complete.

The foregoing constitutes the full and complete Agreement of the Members. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

Section 12.02 – Amendment.

This Agreement may be amended from time to time by the unanimous consent of the Members, acting through their governing bodies. Such amendments shall be in the form of a writing signed by each Member.

Section 12.03 – Successors and Assigns.

The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Agency then in effect.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Members hereto. This section does not prohibit a Member from entering into an independent agreement with another agency regarding the financing of that Member's contributions to the Agency or the disposition of proceeds, which that Member receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Agency or the Members under this Agreement.

Section 12.04 – Dispute Resolution.

In the event there are disputes and/or controversies relating to the interpretation, construction, performance, termination, breach of, withdrawal from, or other issue related to this Agreement, the Members that are party to the dispute (the "Disputing Parties") agree to meet and confer in a good faith attempt to resolve the dispute. On the request of any Disputing Party to meet and confer, the other Disputing Parties agree to provide available dates within 21 days of the meet and confer request. The Disputing Parties may agree to schedule additional meet and confer

sessions. If the Disputing Parties are unable to resolve the dispute by meeting and conferring, they shall mediate the dispute. The cost of any such mediation will be borne equally by the Disputing Parties. If the Disputing Parties cannot agree on a mediator, they may select a mediator by alternately striking names from a list of available mediators from JAMS or a similar mediation service provider. The Disputing Parties will provide all other Members written notice of any scheduled mediation and the issues subject to mediation at least 10 business days prior to the mediation. One representative for each Member not party to the dispute and one Agency staff representative may attend any mediation under this section to represent the Members' and the Agency's interests related to the mediation. The cost of such representatives' attendance shall be borne by the Members and the Agency so represented. The mediator may, in the mediator's sole discretion limit the participation of representatives of Members not party to the dispute and/or any Agency representative in the interest of successfully mediating the dispute. No settlement of a dispute subject to this section will bind the Agency or any Members not party to the dispute except to the extent the settlement is approved by the Agency Board by unanimous vote of the Directors of the non-disputing Members.

Section 12.05 – Execution In Parts Or Counterparts.

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the Members hereto. Facsimile or electronic signatures shall be binding.

Section 12.06 – Member Authorization.

The governing bodies of the Members have each authorized execution of this Agreement, as evidenced by their respective signatures below.

Section 12.07 – No Predetermination or Irretrievable Commitment of Resources.

Nothing herein shall constitute a determination by the Agency or any of Members that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, have been completed.

Section 12.08 – Notices.

Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the Members hereto on Exhibit "A" of this Agreement, or to such other changed addresses communicated to the Agency and the Members in writing.

Section 12.09 – Severability And Validity Of Agreement.

Should the participation of any Member to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that Member's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each Member hereby agrees it would have entered

into this Agreement upon the same remaining terms as provided herein.

Section 12.10 – Singular Includes Plural.

Whenever used in this Agreement, the singular form of any term includes the plural form and the plural form includes the singular form.

Draft

IN WITNESS WHEREOF, the Members hereto, pursuant to resolutions duly and regularly adopted by their respective Board of Directors or governing board, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

SIGNATURE LINES

City of Sonoma

Date

Sonoma County Water Agency

Date

Valley of the Moon Water District

Date

County of Sonoma

Date

North Bay Water District

Date _____

Sonoma Resource Conservation District

Date

EXHIBIT A

MEMBERS

City of Sonoma

Sonoma County Water Agency

Valley of the Moon Water District

County of Sonoma

North Bay Water District

Sonoma Resource Conservation District

DRAFT

EXHIBIT B

Advisory Committee to the Agency Board of Directors

The advisory committee will have twelve (12) members based on the interest group and member agency designations described below:

Members shall each appoint one (1) at-large member.

Six (6) interest-based appointees shall be appointed by the Board:

1. Environmental representative (from an organization with a presence in the Basin)
2. Rural residential well owner
3. Business community
4. Agricultural interest (surface water or groundwater user)
5. At-large community representative (hydrologist/geologist preference)
6. At-large community representative

The Board will appoint members to fill the interest-based seats. Members must live or work within the Basin or represent an organization with a presence in the Basin. Notwithstanding the foregoing, the Board may choose to appoint one of the interest-based members of the Advisory Committee from outside the Basin, provided such member resides, works or represents an organization with a presence in the watershed which contributes to the Basin. Interested individuals from the community or local organizations may apply to the Board, designating in the application the seat that the applicant would intend to fill. Each Member's governing body will appoint its at-large seat.

The Board encourages interest groups to work together to recommend a single candidate to fill that interest's seat. The Board will give strong consideration to appointing candidates that have the backing of multiple organizations or individuals within that interest group and familiarity with groundwater and its management. The Board will also give preference to applicants with experience working with diverse community-based groups.

For the at-large community representative, the Board will give strong preference to a representative who lives or works within a Sonoma Valley Disadvantaged Community (as defined in SGMA), and will in any case give preference to appointees that can represent the interests of disadvantaged populations or interests that are otherwise under-represented on the Advisory Committee.

The Board will establish a timeline and process for appointment of the initial advisory committee following Agency formation. The initial Advisory Committee appointments will include five seats with three-year terms (interest-based categories) and six two-year terms (at-large). Following initial committee appointment, all terms will be two years. Appointees are not term-limited; however, they must apply for each term. If a

vacancy occurs for an interest-based seat before the end of the term, the Board will appoint a new individual to complete the term. At-large vacancies shall be filled by the appointing Member. By supermajority vote, the Board may add one or more additional interest-based appointee positions to the Advisory Committee.

The Board can remove an interest-based committee member by vote if member is not performing his or her responsibilities.

The purpose of the committee is to advise the Board on groundwater sustainability plan development and implementation and Agency policies. The intent of the committee is to provide community perspective and participation in the Agency. The Advisory Committee will review and/or provide recommendations to the Board on groundwater-related issues that may include:

- Development, adoption or amendment of the GSP
- Sustainability goals, measurable thresholds, and objectives
- Technical and Reporting Standards, including Best Management Practices, data management and reporting
- Monitoring programs
- Annual Work Plans and Reports (including mandatory 5-year milestone reports)
- Modeling activities
- Inter-basin coordination activities
- Project and Management Actions
- Grant funding proposals
- Community outreach
- SGMA Regulations
- Fee proposals
- General advisory

Pursuant to Board direction, Agency staff will develop the annual work plan and schedule for committee meetings. The Advisory Committee will adopt a charter and will appoint a chair and vice-chair.

To inform Board decision making, the Advisory Committee will provide written recommendations in reports. The recommendation reports will identify areas of agreement and disagreement. The committee will strive for consensus when possible, but reaching consensus is not necessary. Consensus means that everyone can at least “live with it.” When unable to reach consensus on recommendations, the committee will outline the areas in which it does not agree, providing some explanation to inform Board decision-making.

The committee may request that one or more committee members present its recommendations to the Board, including areas of agreement and disagreement, consistent with committee deliberations. The Board will consider advisory committee recommendations when making decisions. If the Board does not agree with the

recommendations of the Advisory Committee, the Board shall state the reasons for its decision.

Draft

Sonoma Valley Groundwater Sustainability Agency Agreements

Joint Powers Agreement

The Groundwater Sustainability Agency (GSA) will be formed via Joint Exercise of Powers Agreement.

The members of the agency will be:

- City of Sonoma
- County of Sonoma
- North Bay Water District
- Sonoma County Water Agency
- Sonoma Resource Conservation District
- Valley of the Moon Water District

Should one or more member decide not to approve the Joint Powers Agreement, the remaining parties will form the GSA without them.

Agency Board of Directors

The agency will be governed and administered by a Board of Directors.

Each member's governing body will appoint one director. Each director shall be elected or appointed members of the governing bodies. Directors will serve at the pleasure of the governing body appointing them, and they may be removed at any time, with or without cause, in the sole discretion of their governing board. In the event that a Director loses his or her position as a member of the appointing body's governing body, that Director position shall become vacant and the governing body of that member shall appoint a new Director.

Outreach to mutual water companies and California Public Utility Commission-regulated water companies found that there was not interest in participating on the GSA board.

Voting

Each director will have one vote.

Anticipated Voting Requirements on Topics

Unanimous

Financial commitments imposed on a member (after the initial commitment included in the JPA)

Super-Majority Required (2/3)

- Bylaws adoption, modification or alteration
- GSP adoption, modification or alteration
- Removal of Advisory Committee members
- Modifications to the composition and number of Advisory Committee members
- Adoption of assessments, charges and fees
- Adoption of regulations and ordinances
- Adoption or modification of annual budget, including capital projects
- Property acquisition (excepting rights of way)
- Appointment of Fiscal Agent and Treasurer, Administrator, Plan Manager or General Legal Counsel
- Minor, administrative amendments to the JPA Agreement

All other topics require a simple majority (51%).

Financial Considerations and Staffing

The group recognizes that a commitment of seed money from each entity will be necessary until the GSA can develop its own revenue sources. Staffing of the GSA will be done by existing agency staff. In-kind services provided by the entities will be deducted from the amount of funding committed. To reduce costs and increase efficiencies, the GSAs in Santa Rosa Plain, Sonoma Valley and Petaluma Valley will coordinate on grant writing, contracting, outreach and other services.

Advisory Committee to GSA Governing Board

Charge

The purpose of the committee is to advise the governing body of the Sonoma Valley GSA on groundwater sustainability plan development and implementation and GSA policies. The intent of the committee is to provide community perspective and participation in the GSA.

The Advisory Committee will review and/or provide recommendations to the GSA Board on groundwater-related issues that may include:

- Development, adoption or amendment of the GSP
- Sustainability goals, measurable thresholds, and objectives
- Technical and Reporting Standards, including Best Management Practices, data management and reporting
- Monitoring programs
- Annual Work Plans and Reports (including mandatory 5-year milestone reports)
- Modeling activities
- Inter-basin coordination activities

- Project and Management Actions
- Grant funding proposals
- Community outreach
- SGMA Regulations
- Fee proposals
- General advisory

The Advisory Committee will not be involved in GSA budgets or day-to-day operations, such as personnel staffing or contracting.

Membership

Composition of the Advisory Committee is intended to represent the beneficial uses and users of groundwater identified in the Sustainable Groundwater Management Act. Committee members may not serve concurrently on the GSA governing board. Members must live or work within the Sonoma Valley Groundwater Basin, identified by the Department of Water Resources current Bulletin 118. The committee will have twelve members based on the interest group and member agency designations described below. Six at-large members appointed by each GSA-eligible agency:

1. Sonoma City Council
2. VOMWD Board
3. NBWD Board
4. Board of Supervisors
5. SCWA Board of Directors
6. Sonoma RCD Board of Directors

Six interest-based members:

7. Environmental representative (from an organization with a presence in Sonoma Valley GW basin)
8. Rural residential well owner
9. Business community
10. Agricultural interest (surface water or GW user)
11. At-large community representative
12. At-large community representative

Member Appointment

The GSA governing board will appoint members to fill the interest-based seats. Interested individuals from the community or local organizations may apply to the GSA governing board, designating in the application the seat that the applicant would intend to fill. Each GSA-eligible agency's governing body will appoint its at-large seats.

The GSA governing board encourages interest groups to work together to recommend a single candidate to fill that interest's seat. The governing board will give strong consideration to appointing candidates that have the backing of multiple organizations or individuals within that interest group.

The GSA governing board encourages candidates with experience and familiarity with groundwater and its management. The governing board will also give preference to applicants with experience working with diverse community-based groups.

For one at-large community representative, the GSA board will give strong preference to a representative who lives or works within a Sonoma Valley Disadvantaged Community (as defined in SGMA), and will in any case give preference to appointees that can represent the interests of disadvantaged populations, renters, or interests that are otherwise under-represented on the Advisory Committee.

For one at-large community representative, the GSA board will give strong preference to a representative who lives or works in Sonoma Valley and has experience or expertise in land-use planning, hydrogeology or geology.

Application Timeline

The GSA governing board will establish a timeline and process for appointment of the initial advisory committee following GSA formation. In subsequent years, applicants will submit an application and statement of interest for vacant seats to the GSA by October 1 of the year prior to the beginning of the term for that seat. The GSA will post applications on its web site. At-large appointments by GSA-eligible agencies will be due to the GSA governing board by November 15. The GSA governing board will appoint interest-based committee members at its December meeting. Terms will commence in January of the subsequent year.

Member Terms

The initial Advisory Committee appointments will include five seats with three-year terms (interest-based categories) and six two-year terms (at-large). Following initial committee appointment, all member terms will be two years. Members are not term-limited; however, they must apply for each term. If a vacancy occurs for an interest-based seat before the end of the term, the GSA governing board will appoint a new member to complete the term. At-large vacancies shall be filled by the appointing agency.

The GSA governing board can remove an interest-based committee member by vote if member is not performing responsibilities.

Decision Making and Governing Board Consideration

To inform GSA governing board decision making, the Advisory Committee will provide written recommendations in reports. The recommendations reports will identify areas of agreement and disagreement. The committee will strive for consensus when possible, but reaching consensus is not necessary. Consensus means that everyone can at least “live with it.” When unable to reach consensus on recommendations, the committee will outline the areas in which it does not agree, providing some explanation to inform governing board decision-making.

The committee may request that one or more committee members present its recommendations to the GSA governing board, including areas of agreement and disagreement, consistent with committee deliberations.

Pursuant to GSA governing board direction, GSA staff will develop the annual work plan and schedule for committee meetings. The Advisory Committee will adopt a charter and will appoint a chair and vice-chair.

The GSA governing board will consider advisory committee recommendations when making decisions. If the governing board does not agree with the recommendations of the Advisory Committee, the governing board shall state the reasons for its decision, and the reasons and the decision shall be recorded in writing in the minutes of the GSA governing board.

Public Process

All Advisory Committee meetings are subject to the Brown Act and will be open to the public. The GSA will announce committee meetings on its web site and through its regular communication channels.

Santa Rosa Plain Groundwater Sustainability Agency Agreements

Joint Powers Agreement

The Groundwater Sustainability Agency (GSA) will be formed via Joint Exercise of Powers Agreement.

The members of the agency will be:

- City of Cotati
- City of Rohnert Park
- City of Santa Rosa
- City of Sebastopol
- County of Sonoma
- Gold Ridge Resource Conservation District
- Sonoma County Water Agency
- Sonoma Resource Conservation District
- Town of Windsor

Should one or more member decide not to approve the Joint Powers Agreement, the remaining parties will form the GSA without them.

To ensure that the Agency's governance structure addresses the interests and concerns of those affected by its activities, the Board shall periodically conduct a public meeting to review the terms and conditions of this Agreement and discuss whether any amendments to this Agreement are necessary or advisable. These will be held:

- Upon completion of the initial rate study
- Within three years of submittal of the GSP to DWR
- At least once every ten years after adoption of the GSP

Agency Board of Directors

The agency will be governed and administered by a Board of Directors.

Each member's governing body will appoint one director. In addition, the Board will include:

- One director appointed by the water companies regulated by the Public Utilities Commission and the mutual water companies. A Participation Agreement between the JPA and the PUC-regulated and mutual water companies will specify the terms of participation.
- A non-voting ex-officio seat for a GSA-eligible entity that has been approved or conditionally approved by the Local Area Formation Commission. This seat allows an entity that has water management, water supply or land use

responsibilities to participate in GSA decision-making while the entity is going through the final formation steps. Once the entity is officially formed, it can become a member of the JPA and will receive a vote. If the entity fails to form, the ex officio seat will be revoked.

Each director shall be elected or appointed members of the governing bodies. Directors will serve at the pleasure of the governing body appointing them, and they may be removed at any time, with or without cause, in the sole discretion of their governing board. In the event that a Director loses his or her position as a member of the appointing body's governing body, that Director position shall become vacant and the governing body of that member shall appoint a new Director.

Voting

Each director will have one vote.

Anticipated Voting Requirements on Topics

Unanimous

Financial commitments imposed on a member (after the initial commitment included in the JPA)

Super-Majority Required (3/4)

- Bylaws adoption, modification or alteration
- GSP adoption, modification or alteration
- Removal of Advisory Committee members
- Modifications to the composition and number of Advisory Committee members
- Adoption of assessments, charges and fees
- Adoption of regulations and ordinances
- Adoption or modification of annual budget, including capital projects
- Property acquisition (excepting rights of way)
- Appointment of Fiscal Agent and Treasurer, Administrator, Plan Manager or General Legal Counsel
- Minor, administrative amendments to the JPA Agreement

All other topics require a simple majority (51%).

Financial Considerations and Staffing

The group recognizes that a commitment of seed money from each entity will be necessary until the GSA can develop its own revenue sources. Staffing of the GSA will be done by existing agency staff. In-kind services provided by the entities will be deducted from the amount of funding committed. To reduce costs and increase efficiencies, the GSAs in Santa

Rosa Plain, Sonoma Valley and Petaluma Valley will coordinate on grant writing, contracting, outreach and other services.

Advisory Committee to GSA Governing Board

Charge

The purpose of the advisory panel is to provide input and recommendations to the governing body of the Santa Rosa Plain GSA on groundwater sustainability plan development and implementation and GSA policies. The intent of the panel is to provide community perspective and participation in the GSA.

The Advisory Committee will review and/or provide recommendations to the GSA Board on groundwater-related issues that may include:

- Development, adoption or amendment of the Groundwater Sustainability Plan
- Sustainability goals and objectives
- Best management practices
- Monitoring programs
- Annual work plans and reports (including mandatory 5-year milestone reports)
- Modeling scenarios
- Inter-basin coordination activities
- Projects and management actions to achieve sustainability
- Community outreach
- Local regulations to implement SGMA
- Fee proposals
- General advisory

The Advisory Committee will not be involved in GSA budgets or day-to-day operations, such as personnel staffing or contracting.

Membership

Composition of the Advisory Committee is intended to represent the beneficial uses and users of groundwater identified in the Sustainable Groundwater Management Act. Panel members may not serve concurrently on the GSA governing board. Members must live or work within the Santa Rosa Plain Groundwater Basin or represent an organization with a presence in Santa Rosa Plain Groundwater Basin, identified by the Department of Water Resources current Bulletin 118. Committee membership is based on the interest group and member agency designations described below.

Each GSA-eligible agency will appoint a member from staff or the community to the advisory Committee, for a total of nine at-large members:

1. Santa Rosa City Council
2. Windsor Town Council
3. Rohnert Park City Council
4. Cotati City Council
5. Sebastopol City Council
6. Board of Supervisors
7. SCWA Board of Directors
8. Sonoma RCD Board of Directors
9. Gold Ridge RCD Board of Directors
10. (TBD) Mutual / PUC-Regulated Water Company

The GSA Governing Board will appoint interest-based members:

11. Environmental representative
12. Environmental representative
13. Rural residential well owner
14. Rural residential well owner
15. Business community representative
16. Agricultural interest (surface water or GW user)
17. Agricultural interest (surface water or GW user)
18. Tribal, Graton Rancheria

Member Appointment

The GSA governing board will appoint members to fill the interest-based seats. Interested individuals from the community or local organizations may apply to the GSA governing board, designating in the application the seat that the applicant would intend to fill. Each GSA-eligible agency's governing body will appoint its at-large seats from staff or the community.

The GSA governing board encourages interest groups to work together to recommend a single candidate to fill that interest's seat. The governing board will give strong consideration to appointing candidates that have the backing of multiple organizations or individuals within that interest group.

The GSA governing board encourages candidates with experience and familiarity with groundwater and its management. The governing board will also give preference to applicants with experience working with diverse community-based groups.

For one of the rural residential well representatives, the GSA board will give preference to appointees that can represent the interests of disadvantaged populations or interests that are otherwise under-represented on the Advisory Panel.

For agricultural representatives, preference will be given for diversity between surface and groundwater reliance for agricultural operations.

Application Timeline

The GSA governing board will establish a timeline and process for appointment of the initial advisory panel following GSA formation. In subsequent years, applicants will submit an application and statement of interest for vacant seats to the GSA by October 1 of the year prior to the beginning of the term for that seat. The GSA will post applications on its web site. At-large appointments from GSA-eligible agencies will be due to the GSA governing board by November 15. The GSA governing board will appoint interest-based committee members at its December meeting. Terms will commence in January of the subsequent year.

Member Terms

The initial Advisory Committee appointments will include seats with three-year terms (interest-based categories) and two-year terms (at-large). Following initial panel appointment, all member terms will be two years. Members are not term-limited; however, they must apply for each term. If a vacancy occurs for an interest-based seat before the end of the term, the GSA governing board will appoint a new member to complete the term. At-large vacancies shall be filled by the appointing agency.

The GSA governing board can remove an interest-based committee member by vote if member is not performing responsibilities. The GSA governing board will appoint alternates if the board deems alternate panel members necessary. If appointing alternates, the board will request that the appointing body also provide alternates for at-large members.

Decision Making and Governing Board Consideration

To inform GSA governing board decision making, the Advisory Committee will provide written recommendations in reports. The recommendations reports will identify areas of agreement and disagreement. The panel will strive for consensus when possible, but reaching consensus is not necessary. Consensus means that everyone can at least “live with it.” When unable to reach consensus on recommendations, the committee will outline the areas in which it does not agree, providing some explanation to inform governing board decision-making.

The committee may request that one or more panel members present its recommendations to the GSA governing board, including areas of agreement and disagreement, consistent with panel deliberations.

Pursuant to GSA governing board direction, GSA staff will develop the annual work plan and schedule for panel meetings. The Advisory Panel will adopt a charter and will appoint a chair and vice-chair.

The GSA governing board will consider advisory panel recommendations when making decisions. If the governing board does not agree with the recommendations of the Advisory Panel, the governing board shall state the reasons for its decision.

Public Process

All Advisory Committee meetings are subject to the Brown Act and will be open to the public. The GSA will announce committee meetings on its web site and through its regular communication channels.

Petaluma Valley Basin Agreements

1. Groundwater Sustainability Agency Legal Structure

The member agencies will create a separate legal entity through a Joint Powers Authority.

2. Governance

Each of the five entities in the Petaluma Valley Basin will appoint one director to the Groundwater Sustainability Agency (GSA) Board of Directors. Each director shall be elected or appointed members of the governing bodies. Directors will serve at the pleasure of the governing body appointing them, and they may be removed at any time, with or without cause, in the sole discretion of their governing board. Each eligible agency will also appoint an alternate director. Executive staff can serve as alternate directors. In the event that a Director loses his or her position as a member of the appointing body's governing body, that Director position shall become vacant and the governing body of that member shall appoint a new Director.

To ensure that the Agency's governance structure addresses the interests and concerns of those affected by its activities, the Board shall periodically conduct a public meeting to review the terms and conditions of this Agreement and discuss whether any amendments to this Agreement are necessary or advisable. These will be held:

- Upon completion of the initial rate study
- Within three years of submittal of the GSP to DWR
- At least once every ten years after adoption of the GSP

Voting

Each governing board member will have one vote.

To approve decisions on the following topics would require a super majority of members (4 of 5) and would require the City and the County to vote in favor to approve the vote.

- GSP Adoption and Amendments
- Annual Budget
- Fees / Assessment
- Regulation

A unanimous vote is required to assess fees on a member agency other than those specified in the initial Joint Powers Agreement.

All other decisions would require a simple majority.

The Petaluma Valley has very few residents served by mutual water companies or companies regulated by the California Public Utilities Commission. Staff reached out to the water

companies that overlay the basin, but they did not express interest in participating on the governing board or advisory panel.

3. Financial Considerations and Staffing

The group recognizes that a commitment of seed money from each entity will be necessary until the GSA can develop its own revenue sources. It is proposed that Sonoma RCD and NBWD each commit \$20,000 for the first year of operations. The city, county and Water Agency will commit to providing the remaining funding (\$143,300 per entity). In-kind services provided by the entities will be deducted from the amount committed. Sonoma RCD will serve as the Interim Administrator for the first 6-12 months until the GSA Board decides on permanent staffing.

4. Groundwater Advisory Committee to GSA Governing Board

Charge

The purpose of the committee is to advise the governing body of the Petaluma Valley GSA on groundwater sustainability plan development and implementation and GSA policies. The intent of the panel is to provide community perspective and participation in the GSA.

The Advisory Committee will review and/or provide recommendations to the GSA Board on groundwater-related issues that may include:

- Development, adoption or amendment of the GSP
- Sustainability goals and objectives
- Technical and Reporting Standards, including Best Management Practices, data management and reporting
- Monitoring programs
- Annual Work Plans and Reports (including mandatory 5-year milestone reports)
- Modeling scenarios
- Inter-basin coordination activities
- Project and management actions to achieve sustainability
- Grant funding proposals
- Community outreach
- Local regulations to implement SGMA
- Fee proposals
- General advisory

The Advisory Committee will not be involved in GSA budgets or day-to-day operations, such as personnel staffing or contracting.

Membership

Composition of the Advisory Committee is intended to represent the beneficial uses and users of groundwater identified in the Sustainable Groundwater Management Act. Committee members may not serve concurrently on the GSA governing board. Members

must live or work within or represent an organization with a presence in the Petaluma Valley Groundwater Basin, identified by the Department of Water Resources current Bulletin 118. The committee will have ten members based on the interest group and member agency designations described below.

Each GSA-eligible agency will appoint one at-large member:

1. Petaluma City Council
2. NBWD Board
3. Board of Supervisors
4. SCWA Board of Directors
5. Sonoma RCD Board of Directors

The GSA Governing Board will appoint five interest-based members:

6. Environmental representative (from an organization with a presence in Petaluma Valley GW basin)
7. Rural residential well owner
8. Business community representative
9. Agricultural interest (surface water or GW user)
10. At-large community representative

Member Appointment

The GSA governing board will appoint members to fill the interest-based seats. Interested individuals from the community or local organizations may apply to the GSA governing board, designating in the application the seat that the applicant would intend to fill. Each GSA-eligible agency's governing body will appoint its at-large seats.

The GSA governing board encourages interest groups to work together to recommend a single candidate to fill that interest's seat. The governing board will give strong consideration to appointing candidates that have the backing of multiple organizations or individuals within that interest group.

The GSA governing board encourages candidates with experience and familiarity with groundwater and its management. The governing board will also give preference to applicants with experience working with diverse community-based groups.

For the at-large community representative, the GSA board will give preference to appointees that can represent the interests of disadvantaged populations or interests that are otherwise under-represented on the Advisory Committee.

The GSA governing board will determine if alternates are necessary and the appointment process.

Application Timeline

The GSA governing board will establish a timeline and process for appointment of the initial advisory committee following GSA formation. In subsequent years, applicants will submit an application and statement of interest for vacant seats to the GSA by October 1 of the year prior to the beginning of the term for that seat. The GSA will post applications on its web site. At-large appointments from GSA-eligible agencies will be due to the GSA governing board by November 15. The GSA governing board will appoint interest-based committee members at its December meeting. Terms will commence in January of the subsequent year.

Member Terms

The initial Advisory Committee appointments will include five seats with three-year terms (interest-based categories) and five two-year terms (at-large). Following initial committee appointment, all member terms will be two years. Members are not term-limited; however, they must apply for each term. If a vacancy occurs for an interest-based seat before the end of the term, the GSA governing board will appoint a new member to complete the term. At-large vacancies shall be filled by the appointing agency.

The GSA governing board can remove an interest-based committee member by vote if member is not performing responsibilities.

Decision Making and Governing Board Consideration

To inform GSA governing board decision making, the Advisory Committee will provide written recommendations in reports. The recommendations reports will identify areas of agreement and disagreement. The committee will strive for consensus when possible, but reaching consensus is not necessary. Consensus means that everyone can at least “live with it.” When unable to reach consensus on recommendations, the committee will outline the areas in which it does not agree, providing some explanation to inform governing board decision-making.

The committee may request that one or more committee members present its recommendations to the GSA governing board, including areas of agreement and disagreement, consistent with committee deliberations.

Pursuant to GSA governing board direction, GSA staff will develop the annual work plan and schedule for committee meetings. The Advisory Committee will adopt a charter and will appoint a chair and vice-chair.

The GSA governing board will consider advisory committee recommendations when making decisions. If the governing board does not agree with the recommendations of the Advisory Committee, the governing board shall state the reasons for its decision.

Public Process

All Advisory Committee meetings are subject to the Brown Act and will be open to the public. The GSA will announce committee meetings on its web site and through its regular communication channels.

Scopes of Work for Services by Sonoma County Water Agency Staff

Year 1 – Fiscal Year 2017/2018

Total Estimated Costs: \$176,500 (including optional services of \$22,000)

Scope A: Grant Application & Management Services: \$17,500

Task A-1: Grant Application

Water Agency staff will monitor and report on funding opportunities related to DWR's Sustainable Ground Water Planning Grant Program (next opportunity tentatively scheduled for summer of 2017). If the Groundwater Sustainability Agency chooses to pursue funding opportunity, staff will coordinate, prepare, and submit a grant proposal in compliance with the grant program guidelines and specific proposal solicitation package requirements. Tasks will include the following:

- Assemble team of technical, administrative, and financial staff.
- Prepare templates, make assignments, and create schedule to ensure application is submitted on time.
- Prepare drafts of project narrative, budget, and schedule; circulate to appropriate staff for review and comment.
- Collect supplemental documents required to be submitted with application, such as letters of support, resolution from governing board, maps, studies, or reports.
- Finalize and submit application according to DWR requirements.

Task A-2: Grant Management

If the grant is awarded, Water Agency staff will provide grant administration and management for Groundwater Sustainability Agency.

- Act as primary contact with grant agency to prepare grant agreement, including scope, schedule, and budget.
- Assist in meeting grant compliance requirements, including standard terms and conditions, and project deliverables.
- Monitor grant schedule and budget.
- Coordinate with Groundwater Sustainability Agency members and sub-recipients to implement grant project in a timely manner.
- Prepare quarterly progress reports for grant agency.
- Prepare and process invoices for match and reimbursement
- Coordinate and submit all deliverables required under grant agreement.
- Oversee grant closeout process.

Scope B: Outreach and Communication Services: \$34,000 (Including Optional Services of \$12,000)

Task B-1: Ongoing Outreach: \$22,000

Water Agency staff will continue existing outreach and communications program during the initial GSA formation period, working in coordination with the Interim Administrators and the SGMA outreach working group. Tasks will include the following:

- Scheduling and coordination of community meetings, including:
 - Finding location; date; time
 - Drafting agendas in coordination with Interim Administrators
 - Advertising meeting
 - Preparing materials and presentations
 - Coordinating note taking and feedback
 - Setting up and breaking down meetings
- Issuing monthly updates on activities to the Interested Parties list.
- Maintaining the Interested Party List, including ensuring that the Interested Parties list can be targeted to each basin (if targeted emails are needed).
- Updating website on a monthly basis (minimum).
- Developing content, graphics and place paid advertisements to publicize for GSA Board and Advisory Committee meetings in community and regional newspapers, including the Argus-Courier, the Sonoma Index-Tribune and The Press Democrat.
- Developing content for, and coordinating approval and issuance of press releases.
- Coordinating social media messaging with all GSA member agencies.

Task B-2: Optional Direct Mail Outreach: \$12,000

If funding is available, developing, printing and mailing an informational flyer to all well owners in the Bulletin 118 Basin.

Scope C: Technical Services: \$125,000 (Including Optional Services of \$10,000)

Task C-1: Initiate GSP Preparation: \$70,000

Water Agency staff will provide technical services related to initiating the Groundwater Sustainability Plan (GSP) for the Sonoma Valley Groundwater Subbasin in Year 1. Services are anticipated to include the following:

- Serve as primary contact with DWR and interface with USGS and other State and Federal agencies for technical matters related to development of the GSP.
- Prepare and present background information to Advisory Committee and GSA Board, including:
 - Summary of current understanding of groundwater conditions based on findings of USGS study, monitoring and studies associated with the existing voluntary Sonoma Valley Groundwater Management Program (GMP) and other relevant studies and monitoring activities; and
 - Summary of existing voluntary GMP, including areas that can be leveraged or incorporated into development of the GSP, as well as new requirements that will need to be addressed, discuss insights and recommendations from the Basin Advisory Panel and Technical Advisory Committee to the GSA Board.
- Develop a Work Plan for GSP development, which will include a proposed scope of work, schedule, and estimated budget, in consultation with working group comprised of staff from each GSA member.
 - Develop outline and template for Work Plan in consultation with inter-basin coordination group from other Sonoma County medium-priority basins.
 - Develop Draft Work Plan for Sonoma Valley Groundwater Subbasin and present to Advisory Committee.
 - Address any Advisory Committee input/recommendations and revise Draft Work Plan, as necessary.
 - Present Draft Work Plan to GSA Board for consideration.
 - Address any GSA Board input/recommendation, as necessary and prepare Final Work Plan.
- Solicit technical consultant(s), as needed, for assistance in developing GSP.
 - Assess need(s) for technical consultant(s) for developing GSP or components of GSP.
 - Pending assessment of need(s) and in consultation with staff from each GSA member agency and inter-basin coordination group, develop solicitation for technical services, coordinate review of solicitation responses, and prepare contract with selected firm for Board consideration.
- Initiate development of Basin Setting for GSP (consistent with Subarticle 2, sections 354.14 through 354.18 of GSP Regulations) utilizing information from the USGS study and other available sources. Present information and draft materials to Advisory Committee and GSA Board for background and input. Initial activities proposed for Year 1 include preliminary evaluation and preparation of draft materials related to:
 - Hydrogeologic Conceptual Model (description of principal aquifers and aquitards, general water quality conditions, principal uses of each aquifer, hydrogeologic cross-

- sections, surficial geology and soils, description and assessment of basin boundaries, data gaps and uncertainty analysis, delineation of recharge and discharge areas, imported water supplies)
- Groundwater Conditions (description of groundwater elevation trends over time, groundwater elevation hydrographs and contour maps, groundwater quality issues)
 - Water Budget (summary of historical water budget and future scenarios from existing MODFLOW-OWHM model, identify data gaps in historical and ongoing data collection)

Task C-2: Ongoing Monitoring and Monitoring Coordination: \$30,000

Water Agency staff will provide or contract for technical services to support ongoing and expanded monitoring within the Sonoma Valley Groundwater Subbasin, including:

- Continue collection of groundwater-level data from network of dedicated monitoring wells currently instrumented with pressure transducers and data logger systems.
- Continue collection of synoptic streamflow measurements (seepage runs) in Sonoma Creek and tributary streams conducted by the Water Agency and Sonoma Ecology Center.
- Coordinate the collection, compilation and reporting of groundwater-level data collected by others within Sonoma Valley for periodic briefings to the GSA Board, including CASGEM and other monitoring data.
- Develop and present proposals for the expansion and refinement of monitoring networks compliant with requirements for monitoring networks described in the GSP Regulations to the Advisory Committee and GSA Board for consideration. This will include defining objectives of the monitoring network to monitor groundwater and surface water conditions. Perform an assessment of current monitoring protocols with those required by GSP regulations

Task C-3: Technical Support for Financing Options Study: \$15,000

Water Agency staff will provide technical services, as-necessary, to support development of a financing options study in consultation with staff of GSA members, inter-basin coordination group and consultant(s). Such services may include:

- Refined estimates of groundwater demands by water-use sector based on data from available information, studies and computer models.
- Processing of computer model output from groundwater flow model of water budget estimates for Bulletin 118 basin portion of model domain.

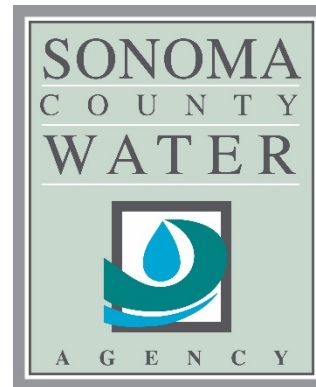
Task C-4: Optional As-Needed Technical Support to the GSA Board: \$10,000

Water Agency staff will provide as-needed technical support to the GSA Board pursuant to GSA Board priorities and direction. Such services may include:

- Pending the timing of future Basin Boundary Modification request periods established by DWR and upon request by the GSA Board, Water Agency staff would compile and present technical information to the Advisory Committee and GSA Board for consideration in determining whether to pursue any basin boundary modification requests from DWR.

Sustainable Groundwater Management Act Formation of Groundwater Sustainability Agencies

April 25, 2017



Jay Jasperse, Chief Engineer and Groundwater Manager,
Sonoma County Water Agency

Peter Bruland, Analyst, County Administrator's Office

Presentation Overview

- **Summary**

- Sustainable Groundwater Management Act Requirements
- Board and Public Input
- Governance Recommendations

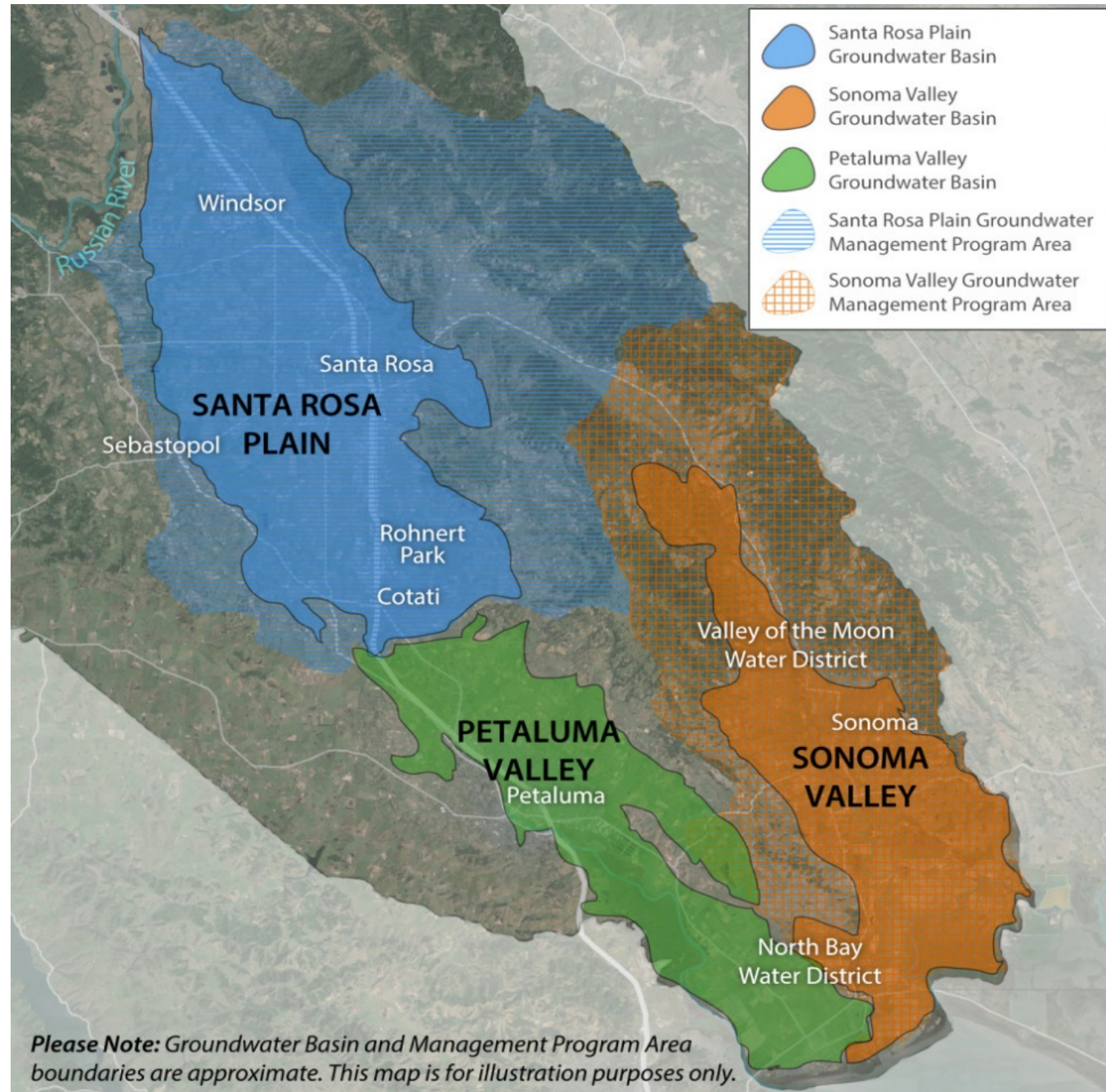
- **Staffing & Funding**

- **Recommended Actions**

SGMA Brief Summary

Three medium
priority basins
must comply with
SGMA

- Sonoma Valley
- Petaluma Valley
- Santa Rosa Plain



Required Steps to Groundwater Sustainability

Step one

Form
Groundwater
Sustainability
Agency
June 30, 2017

Step two

Develop
Groundwater
Sustainability
Plan
January 31, 2022

Step three

Achieve
Sustainability
20 years after
adoption of
plan*

* DWR may grant up to two, five-year extensions on implementation upon showing of good cause and progress

Management Authorities under SGMA

Groundwater Sustainability Agencies have authority to:

- Conduct studies
- Register & monitor wells
- Set well spacing requirements
- Require extraction reporting
- Regulate extractions
- Implement capital projects
- Assess fees to cover costs

Required to Develop Groundwater Sustainability Plan by 2022



Board and Public Input

Briefed Board: spring and fall of 2015, 2016, and March 28 2017

Community Meetings/Workshops in each basin

- Winter 2015
- Summer 2016
- Spring 2017

Speaking Engagements: More than 40 groups

Briefings at other boards/councils: More than 30 presentations

Materials/Communication Tools

- www.sonomacountygroundwater.org
- Monthly Updates to Stakeholder List (600+ people)
- Frequently Asked Questions, other Issue Updates
- Paid ads, press releases, Facebook, Next Door

Local Implementation: GSA-Eligible Agencies

PETALUMA VALLEY	SANTA ROSA PLAIN	SONOMA VALLEY
City of Petaluma	City of Cotati	City of Sonoma
North Bay Water District	City of Rohnert Park	Valley of the Moon Water District
County of Sonoma	City of Santa Rosa	North Bay Water District
Sonoma County Water Agency	City of Sebastopol	County of Sonoma
Sonoma Resource Conservation District	Town of Windsor	Sonoma County Water Agency
	County of Sonoma	Sonoma Resource Conservation District
	Sonoma County Water Agency	
	Sonoma Resource Conservation District	
	Gold Ridge Resource Conservation District	

Final Governance Recommendations:

- One Groundwater Sustainability Agency per basin
- Coordination between basins for efficiency and consistency
- One rep with one vote from each eligible entity on the board
- Super-majority votes needed for fees, regulations, budget
- Strong Advisory Committees in each basin
 - Include reps for key stakeholder groups through application process
- Public meetings to review governance structure at key points
- New eligible entities can join Agencies in the future
 - In Santa Rosa Plain, can receive ex-officio seat during process

Start-Up Costs

- Funding subcommittee formed representing all basins
- 3 start-up cost components:
 - GSP preparation
 - Administration & operations
 - Development of revenue mechanism
- Estimates compare well with estimates from other areas
- Focusing on coordination & utilization of existing staff to reduce costs
- **Start-up costs will be covered by commitments from GSA-participating entities**

Total County and Water Agency Year One Financial Commitments

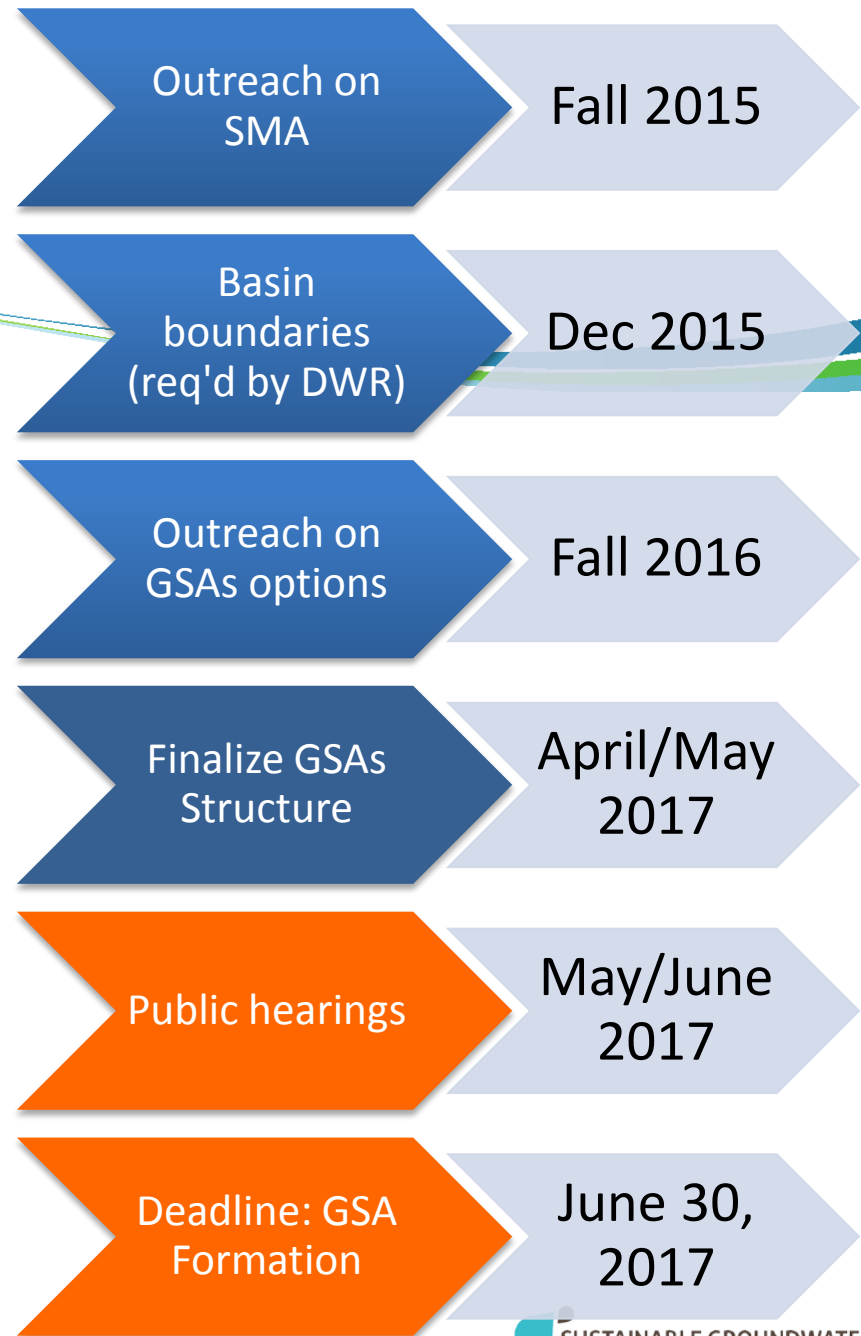
Basin	Total Year 1 Cost	County Share	Water Agency Share	Paid by other members
Petaluma Valley	\$470,000	\$143,333	\$143,333	\$183,333
Santa Rosa Plain	\$460,000	\$55,000	\$55,000	\$350,000
Sonoma Valley	\$470,000	\$117,222	\$117,222	\$235,556
Total	\$1,400,000	\$315,556	\$315,556	\$768,889

Recommended Management & Staffing

BASIN	INTERIM ADMINISTRATOR	TREASURER	TECHNICAL, GRANTS, OUTREACH
Petaluma Valley	Sonoma RCD	County	Water Agency
Santa Rosa Plain	Gold Ridge RCD	County	Water Agency
Sonoma Valley	Valley of the Moon Water District	County	Water Agency

What's Next

- April/May: Councils/Boards consider adoption of legal agreement
- May/June: GSA holds public hearing to form
- June: State notified of formation



Boards & Council Hearing Dates

Entity	Meeting Dates
North Bay Water District	April 11
City of Santa Rosa	April 18
City of Sebastopol	April 18
Town of Windsor	April 19
Gold Ridge Resource Conservation District	April 20
City of Cotati	April 25
City of Rohnert Park	April 25
County of Sonoma	April 25
Sonoma County Water Agency	April 25
Sonoma Resource Conservation District	April 27
City of Petaluma	May 1
City of Sonoma	May 1
Valley of the Moon Water District	May 2

Recommended Actions

- A. Authorize the Chair of the Board of Supervisors and the Chair of the Board of Directors of the Sonoma County Water Agency to sign a Joint Powers Agreement creating the Petaluma Valley Groundwater Sustainability Agency.**
- B. Authorize the Chair of the Board of Supervisors and the Chair of the Board of Directors of the Sonoma County Water Agency to sign a Joint Powers Agreement creating the Santa Rosa Plain Groundwater Sustainability Agency.**
- C. Authorize the Chair of the Board of Supervisors and the Chair of the Board of Directors of the Sonoma County Water Agency to sign a Joint Powers Agreement creating the Sonoma Valley Groundwater Sustainability Agency.**

Recommended Actions

- D. Direct staff to create a process for accepting applications to serve as the County and Sonoma County Water Agency Board-appointed representatives on the Advisory Committees of the three Groundwater Sustainability Agencies.**
- E. Authorize the General Manager of the Sonoma County Water Agency to enter into agreements with each Groundwater Sustainability Agency to provide technical, outreach, and grant-writing services.**



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: April 25, 2017

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Lynda Hopkins 565-2241

Supervisorial District(s):

Fifth

Title: Sponsorship of the 2017 Roseland Cinco de Mayo Festival

Recommended Actions:

Approve a contribution in the amount of \$5,000 to the Roseland Cinco de Mayo Festival

Executive Summary:

The Cinco de Mayo Steering Committee has requested the County and the City of Santa Rosa each contribute \$5,000 for the multicultural Roseland Cinco de Mayo community event.

The Committee, which is comprised of representatives from the community, the County, and the City, is diligently working to raise funds in preparation for this year's event. As in previous years, the event will showcase the Southwest Santa Rosa community and will include ethnic food vendors, entertainment for children and adults, and information booths representing various entities and services. The Committee is expecting 10,000-12,000 participants at this year's event, the 12th Annual Festival.

The Roseland Cinco de Mayo celebration provides a positive, safe, family-friendly, and alcohol free event for the entire community and has enjoyed broad support over the past 12 years.

Discussion:

Prior Board Actions:

The County and City of Santa Rosa have historically provided equal contributions of \$5,000 towards the event.

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

The County's contribution to the Roseland Cinco de Mayo Festival helps to provide a safe, family-friendly, alcohol-free, and organized way for the community to celebrate this important event.

Fiscal Summary - FY 16-17

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	5,000		
Additional Appropriation Requested			
Total Expenditures	5,000		
Funding Sources			
General Fund/WA GF	5,000		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	5,000		

Narrative Explanation of Fiscal Impacts:

Annual County sponsorship contribution is included in Non-Departmental FY 2016-2017 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:

Letter from Cinco de Mayo Steering Committee requesting contribution.

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

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2017 Steering Committee

Sylvia Lemus
County of Sonoma
Event Co-Chair

Caroline Banuelos
So. Co. Latino
Democratic Club
Event Co-Chair

Supervisor
Lynda Hopkins
County of Sonoma

Mayor
Chris Coursey
City of Santa Rosa

Sheriff Steve Freitas
Sonoma County
Sheriff's Office

Chief
Hank Schreeder
Santa Rosa Police

Rene Meza
Redwood Credit Union

Eric Koenigshofer
Attorney

Lilia Gonzalez
Gravenstein Travel

Linda Lemus
Christensen
Accounting

Radio Lazer 107.1 FM

Exitos 98.7 FM

Radio El Patron 1460
AM/105.7 FM

KBBF 89.1 FM

March 17, 2017

Re: 12th Annual Roseland Cinco de Mayo Festival

Dear Sir/Madam,

In cooperation with civic leaders, local law enforcement, and community organizations, the Cinco de Mayo Steering Committee is planning the 12th Annual Roseland Cinco de Mayo Festival to be a well-organized, safe celebration of the rich heritage of the Hispanic community. Our goal is to make it a positive, family friendly, alcohol free social event.

Previous years' events have drawn approximately 5,000 - 10,000 people to this event. This year we are expecting approximately 10,000-12,000, since it is now the 12th Annual Roseland Cinco de Mayo Festival.

We respectfully request you to become an *Event Sponsor* which is available at many different levels of support combined with various advertising opportunities. **We must receive your sponsorship donation by Friday, April 17, 2017 to meet the printing deadlines.**

- **Platinum Club** - \$5,000 sponsorship receives radio, print, T-shirt, premier banner placement and stage announcement advertising support; includes two prime booth tables.
- **Gold Club** - \$3,000 sponsorship receives radio, print, T-shirt, banner placement and stage announcement advertising support; includes a booth/table.
- **Silver Club** - \$2,000 sponsorship receives a T-shirt and stage announcement advertising support; includes a trade table.
- **Bronze Club** - \$1,000 sponsorship receives T-shirt advertising support; includes a trade table.

We appreciate your consideration in support of this vital community event.

Please make checks payable to the Santa Rosa Cinco de Mayo Fund a 501 (c)(3) nonprofit corporation and all donations are tax-deductible, Tax ID #**46-5236388**

Mail you sponsorship donation to: Santa Rosa Cinco de Mayo, Attn: Rene Meza, P.O. Box 15156, Santa Rosa, CA 95402.

Please note: Donations received after April 17, 2017 may not be included in the print or t-shirt advertising opportunity.

If you have any questions or require further information, please feel free to call me at (707) 545-4000 ext. 81801 or email rmeza@redwoodcu.org.

Sincerely,

A handwritten signature in black ink, appearing to be 'Rene Meza', written in a cursive style.

Rene Meza
Redwood Credit Union
Finance Dept.



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: April 25, 2017 2:20 PM **Vote Requirement:** Majority

Department or Agency Name(s): Permit and Resource Management Department, Permit Sonoma

Staff Name and Phone Number:

Leonard Gabrielson 707-565-3711

Supervisorial District(s):

Fourth

Title: Vacation of public right-of-way on portion of Oak Drive, Healdsburg, SUR15-0057

Recommended Actions:

Conduct public hearing. After close of public hearing, adopt a resolution finding that the project is exempt from CEQA and ordering vacation of a portion of Oak Drive as shown on the map titled "Del Rio Woods Subdivision Number 2" filed in Book 47 of Maps, Pages 7-10, of Sonoma County Records.

Executive Summary:

The application is a petition to vacate (permanently abandon), the public right-of-way in a portion of Oak Drive on Fitch Mountain near Healdsburg. Approval of the resolution would authorize the vacation subject to specified conditions. The vacation would be complete when the conditions are satisfied and County staff record the Resolution.

Discussion:

Background

Petitioners Stephen and Judith Gorski submitted a Petition for Vacation of Public Easement/ Public Right-of-Way ("Petition") on December 14, 2015. The Petition requests that the Board vacate an approximately 4,629 square foot segment of the Oak Drive public right-of-way (the "Vacation Petition Area") that is adjacent to petitioners' parcels at 2352 River View Drive (APNs 087-064-005 and -006). Petitioners request the vacation to remedy two issues. First, the circa 1940 house on petitioners' property is located within five feet of the right-of-way, which does not meet current zoning setbacks. Second, a portion of petitioners' septic system is located within the right-of-way, and they wish to legalize the system.

Oak Drive was dedicated and accepted as a public right-of-way in 1927, on the face of the Del Rio Woods Subdivision Number 2 map. However, Oak Drive was never constructed, and the County does not maintain it. The Board previously vacated the adjacent segment of Oak Drive, and the land underlying the vacated rights-of-way reverted to the adjacent properties. Approval of this Petition

would result in a complete vacation of Oak Drive between where it originally began and then merged with River View Drive.

Vacation is the complete or partial abandonment of the public right to use a street or public service easement. Under State statutes and applicable case law, the Board may vacate any public street, highway, or public service easement within its jurisdiction, provided that the Board makes the following findings:

- The interest proposed to be vacated is unnecessary for present or prospective public use;
- The proposed vacation is in the public interest;
- The proposed vacation is consistent with the General Plan; and
- The road proposed for vacation is not useful as a nonmotorized transportation facility (bike trail).

Analysis

County survey staff reviewed public records and the materials submitted on behalf of petitioners to determine the nature of the County's interest in the Vacation Petition Area. Staff verified that the County has a public right-of-way interest in the Vacation Petition Area. The Oak Drive right-of-way was dedicated to public use on the Del Rio Woods Subdivision Number 2 map, and accepted by signature of the Clerk of the Board on that same map. Staff determined that because the relevant segment of Oak Drive is on the margin of the Del Rio Woods Subdivision Number 2 map, the land underlying that segment of Oak Drive is part of the adjacent parcels. Therefore, petitioners (the Gorskis) own the land underlying the Vacation Petition Area.

Comprehensive Planning Division staff conducted a field review to verify the facts presented in the Petition. Staff observed that the home on the Gorski property is located within approximately five feet of the Oak Drive right-of-way, and noted that a brick patio, fountain, and private pathway are located in the right-of-way. Staff did not observe any present public use of the Vacation Petition Area.

Comprehensive Planning Division staff also prepared a General Plan Consistency Analysis, as required by Streets and Highways Code section 8313 and Government Code section 65402, and determined that the proposed vacation is consistent with the General Plan and with the County's Complete Streets Policy. (See Attachment C.) As part of the consistency determination, staff concluded that the proposed vacation is consistent with the Bikeways Plan because an existing or future Class I bikeway does not traverse or adjoin the Vacation Petition Area.

Staff referred the Petition to all County departments and public agencies with a potential interest in the Vacation Petition Area, including Transportation and Public Works (TPW), Emergency Services, law enforcement, and the Water Agency. Staff did not receive any objections.

Staff notified all public and private utilities with a potential interest in the Vacation Petition Area. Staff did not receive any objections.

Notice was given to all owners of neighboring parcels located within 300 feet of the parcels containing the Vacation Petition Area. As discussed below, one neighbor objected.

Opposition to the Petition

Mark Gustely, owner of the adjacent parcel to the east of petitioners' parcels, submitted a letter objecting to the proposed vacation, primarily because the requested vacation would block his driveway. As depicted in the materials submitted with the Petition and with Mr. Gustely's opposition letter (Attachment E), two sections of a driveway accessing Mr. Gustely's property are located within the Vacation Petition Area. Most of the driveway is located on a neighboring property to the south, outside the Vacation Petition Area.

The Gorskis' Petition acknowledges the driveway and states that petitioners will grant a private access easement for Mr. Gustely's parcel for the portion of the driveway that is currently located in the Vacation Petition Area. The draft Resolution prepared for the Board's consideration includes a condition requiring that petitioners shall grant an easement as described in the Petition before County staff will record the Resolution.

Staff is aware that there is ongoing litigation between the Gorskis and Mr. Gusteley, but believes that the litigation would not affect any of the facts or analysis relevant to the Board's consideration of the Petition.

CEQA Determination

Staff determined that the proposed general vacation is exempt from the California Environmental Quality Act (CEQA) pursuant to the "general rule" of CEQA Guidelines section 15061(b)(3), which provides that CEQA applies only to projects that have the potential for causing a significant effect on the environment. The proposed vacation would merely terminate a "paper street" that was never constructed or used by the public. No change in the existing use of the Vacation Petition Area is proposed. There is no possibility that the proposed vacation may have a significant effect on the environment, and therefore the project is exempt from CEQA.

Conclusions and Recommendation

Staff concludes that the Board may make all of the required findings to approve the Petition. Oak Drive was never constructed or used as a public right-of-way. The requested vacation is consistent with the General Plan. It does not traverse or adjoin an existing or future Class I bikeway and does not serve as a link for pedestrians and bicyclists, meaning that it is not useful as a nonmotorized transportation facility (bike trail). It is not part of a street grid, does not connect to arterial streets and is not near parks, schools, or other public uses. Granting the vacation would serve the public interest by returning land not needed for public use to private ownership, and by eliminating any potential County liability related to the Oak Drive right-of-way.

Based on these factors and in light of the recommended condition that petitioners grant a private easement to allow for continued use of existing driveway segments in the Vacation Petition Area, staff recommends that the Board adopt the Resolution ordering vacation.

Prior Board Actions:

Resolution to Vacate A Portion of Oak Drive (Res. No. 02-0495, Document Number 2002076191 Sonoma County Records; petitioner: Mark E. Gustely); 1927 acceptance of public road on Del Rio Woods Subdivision Number 2.

Strategic Plan Alignment Goal 4: Civic Services and Engagement			
Vacating the subject right-of-way would align public service (by eliminating the public interest in a right-of-way that will revert to the adjoining property owner for residential purposes) with fiscal responsibility (by eliminating potential County liability).			
Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
No Fiscal Impact			
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:			
A) Resolution with Exhibits A and B B) Petition for Vacation of Public Easement/Public Right-of-Way with attachments C) General Plan Consistency Determination			

- D) Assessor Parcel (AP) Map
- E) Letter of Objection from Mr. Gustely
- F) Record of Survey by Hogan Land Services, Book 784 Maps Page 30, Sonoma County Records
- G) Access Easement Descriptions

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



County of Sonoma

State of California

Date: April 25, 2017

Item Number: _____

Resolution Number: _____

SUR15-0057, Leonard H. Gabrielson



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Finding Exemption From The California Environmental Quality Act And Ordering Vacation Of
A Portion Of Oak Drive Near Healdsburg**

Whereas, pursuant to the Public Streets, Highways, and Service Easements Vacation Law (California Streets and Highways Code, Section 8300 et seq.) the Board of Supervisors may vacate any street, highway, or public service easement within its jurisdiction that it finds is unnecessary for present or prospective public use; and

Whereas, the “vacation” of a “street” as defined in Streets and Highways Codes Section 8308 and 8309 is the complete or partial abandonment or termination of the public right to use a public highway, road, street, avenue, alley, lane, driveway, place, court, trail, or other public right-of-way or easement, or purported street or highway, and right connected therewith, including but not limited to restrictions of access or abutters’ rights, slope easements, or other incidents to a street or highway; and

Whereas, Oak Drive was dedicated to public use on the face of the 1927 Del Rio Woods Subdivision Number 2 map, and accepted by the Clerk of the Board of Supervisors on that map; and

Whereas, Oak Drive was never improved or used as a public street and is not maintained by the County; and

Whereas, a petition was filed with this Board (the “Vacation Petition”) to vacate the public interest in that portion of Oak Drive lying within the Lands of Gorski in the unincorporated area of Sonoma County and more precisely identified in the legal description and map attached hereto as Exhibits A and B (the “Vacation Petition Area”); and

Whereas, notice of public hearing on the Vacation Petition was duly given by publication, posting, and mailing, in accordance with applicable law; and

Whereas, the Board conducted a public hearing on the Vacation Petition on April 25, 2017, at which hearing the Board heard all the evidence offered by persons interested in the Vacation

Petition. At the conclusion of public testimony, the Board closed the hearing and considered all the evidence submitted before voting on the Vacation Petition;

Now, Therefore, Be It Resolved, based on the foregoing findings and determinations and all of the evidence submitted during these proceedings, that the Board of Supervisors hereby determines and orders as follows:

1. That the area of Oak Drive that is being vacated is described in Exhibits A and B to this Resolution.
2. That vacation of Oak Drive as described herein is consistent with the Sonoma County General Plan.
3. That the described portion of Oak Drive is not useful as a nonmotorized transportation facility pursuant to Streets and Highways Code Section 892.
4. That the described portion of Oak Drive is unnecessary for present or prospective public use.
5. That vacation of described portion of Oak Drive is in the public interest because it will remove unnecessary encumbrances on title to private residential property and eliminate any possible County liability.
6. That the proposed vacation is exempt from the California Environmental Quality Act pursuant to the general rule of CEQA Guidelines section 15061(b)(3), because it can be seen with certainty that there is no possibility that the proposed vacation may have a significant effect on the environment. Oak Drive was never improved or used as a public street and no new development is proposed. Accordingly, the Board finds that the proposed project is exempt from CEQA.

Be It Further Resolved that the petition to vacate Oak Drive is approved subject to the condition that petitioners, as owners of the area to be vacated, shall grant a private easement in favor of the parcel identified as APN 087-064-010 and substantially as described in the Petition for Vacation submitted on December 14, 2015.

Be It Further Resolved that the Board hereby authorizes the Clerk of the Board of Supervisors to send a certified copy of this Resolution together with its Exhibits A and B and attested by the Clerk under seal, to the Office of the County Surveyor in the Permit and Resource Management Department. Upon a determination by the County Surveyor that the condition specified above is satisfied consistent with this Resolution, the Surveyor is hereby directed to record this Resolution at the County Recorder at no cost to the County as provided under Government Code Section 6103.

Be It Further Resolved that from and after the date of recording, the vacation of the said portion of Oak Drive shall be complete.

Resolution #
Date: April 25, 2017
Page 3

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.




COUNTY OF SONOMA
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

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

PETITION FOR VACATION OF PUBLIC EASEMENT/PUBLIC RIGHT-OF-WAY

Please Type or Print

GENERAL INFORMATION			
LOCATION OF PROJECT/ADDRESS Oak Drive Healdsburg, CA.	ASSESSORS PARCEL NUMBER(S) 087-064-005, 087-064-006	ZONING	
NAME OF PROPOSED PROJECT (If Applicable) Lands of Gorski		GENERAL PLAN DESIGNATION	
APPLICANT NAME Stephen J. Gorski & Judith A. Gorski	BUSINESS PHONE () -	HOME PHONE (415) 716- 3004	
APPLICANT ADDRESS 2366 48th Avenue	CITY San Francisco	STATE CA	ZIP 94116
APPLICANT REPRESENTATIVE (If Applicable) Curtis & Associates, Brian A. Curtis	BUSINESS PHONE (707)433 -4808	HOME PHONE () -	
APPLICANT REPRESENTATIVE ADDRESS 805 Healdsburg Avenue	CITY Healdsburg	STATE CA	ZIP 95448
PROPERTY OWNER NAME (SIGNATURE REQUIRED BELOW) Stephen J. Gorski & Judith A. Gorski	BUSINESS PHONE () -	HOME PHONE (415) 716- 3004	
PROPERTY OWNER ADDRESS 2366 48th Avenue	CITY San Francisco	STATE CA	ZIP 94116

EASEMENT/RIGHT-OF-WAY DESCRIPTION
PURPOSE FOR REQUESTING VACATION The existing right-of-way is within 5 feet of the existing house built in 1940, the septic system was installed in the 1940's which is within the right-of-way.
PROPOSED NEW USE NONE
STATE WHY EASEMENT OR RIGHT-OF-WAY IS NO LONGER OF NECESSITY TO THE PUBLIC The other portions of this right-of-way have already been vacated. This remaining portion only goes to one other parcel, which has an existing driveway, which is mostly outside the right-of-way. The portion of the driveway within the right-of-way would have a private easement.
SUBMITTAL INFORMATION: <input type="checkbox"/> Name, address & phone number of local water company. <input type="checkbox"/> List of names & addresses of recorded property owners requesting the proposed vacation (if available). <input type="checkbox"/> Vicinity map with North arrow. <input type="checkbox"/> Map of all property adjoining the boundaries of the proposed vacation showing: <ul style="list-style-type: none"> • Easement or right-of-way to be vacated; • Location of all known public utilities; • Existing use of property adjoining proposed vacation; • Assessor's parcel number of each parcel shown; • Existing use of the right-of-way by abutting properties.
PROPERTY OWNER'S CONSENT - I declare under penalty of perjury that I am the owner of said property or have written authority from property owner to file this application. I certify that all of the submitted information is true and correct to the best of my knowledge and belief. I understand that any misrepresentation of submitted data may invalidate any approval of this application. X 

FOR DEPARTMENT USE ONLY	
DATE APPLICATION RECEIVED 12/14/2015	APPLICATION RECEIVED BY: 



COUNTY OF SONOMA
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

2550 Ventura Avenue, Santa Rosa, CA 95403-2829
 (707) 565-1900 FAX (707) 565-1103

PUBLIC PROJECT REVIEW CONSISTENCY DETERMINATION

To: Leonard H. Gabrielson, County Surveyor

From: Lisa D. Posternak, Planner III

Date: June 15, 2016

Project Applicant/Representative: Stephen J. and Judith A. Gorski / Curtis & Associates, Brian A. Curtis

Project Name and File Number(s): Lands of Gorski, PPR 16-18-01/ SUR15-0057

Project Location/APNs: 2352 River View Drive, Healdsburg; 087-064-005, -006

Project Description: Vacation of public right-of-way on a segment of Oak Drive

General Plan Consistency Consistent

ANALYSIS

The Oak Drive public right-of-way begins off River View Drive in the Del Rio Woods Subdivision No. Two, Healdsburg, and runs one block to the south. The applicant proposes the County vacate the segment of the Oak Drive right-of-way where it begins and runs along their property at 2352 River View Drive (4,778.50 square feet; APNs 087-064-005 and 087-064-006). The right-of-way is within 5 feet of the existing house and the initial septic system constructed in the 1940s. A brick patio, fountain, and pathway are located in the right-of-way. A private driveway easement off River View Drive and a parking area for the subject property are located on the property to the south (South Fitch Mountain Road, APN 087-110-014). Access to the parcel east of the subject property is from River View Road.

Oak Drive Right-of-Way

Oak Drive has not been built. The segment of the Oak Drive right-of way proposed for vacation is located where it begins off River View Drive. The County has approved two other Oak Drive right-of-way vacations to the east: Crescent Drive between River View Drive and the Oak Drive right-of way, part of the subject property, in 1993; and the segment of the Oak Drive right-of-way east of the subject property in 2002 (PPR 02-18-02). After that the Oak Drive right-of-way merges with River View Drive and then separates from it, running parallel one block to the south.

The proposed project would result in a continuous vacation of the Oak Drive right-of-way between where it begins and later merges with River View Drive. Access to the remaining portion of the Oak Drive right-of-way would be from River View Drive. Therefore, the proposed

Oak Drive ROW Vacation, SUR15-0057
 June 15, 2016
 Page 2 of 2

project would not have an adverse impact on access in the project area.

Sonoma County General Plan

Oak Drive is not a primary Arterial, Secondary Arterial, Major or Minor Collector; a roadway proposed for improvement; or a principal intercity transit route indicated on the Highway and Transit Plan of the Circulation and Transit Element of the Sonoma County General Plan.

Policy CT-2x: *In unincorporated communities, provide for pedestrian, bicycle, and other alternative transportation mode connections among commercial, service, public (such as schools, libraries, etc.), and transit facilities where compatible with community character and consistent with the Vehicle Code.*

The proposed project is consistent with **Policy CT-2x** because the Oak Drive right-of-way does not connect any commercial, service, public, or transit facilities.

Policy CT-3n: *Use the following criteria to determine consistency of public and private projects with the Bikeways Plan:*

- (1) *Development of lands traversed or adjoined by an existing or future Class I bikeway shall not preclude establishment of the bikeway, nor conflict with use and operation of the bikeway or adversely affect long term maintenance and safety of the facility.*
- (2) *Construction, widening, or maintenance of roads with designated bikeways meets the design and maintenance standards for the appropriate class of bikeway as specified by the Bikeways Plan.*

The proposed project is consistent with **Policy CT-3n** because an existing or future Class I Bikeway does not traverse or adjoin the Oak Drive right-of-way.

Sonoma County Complete Streets Policy

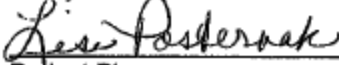
The proposed project is consistent with the Complete Streets Policy adopted by the County Board of Supervisors on November 17, 2015. The Oak Drive right-of-way is not part of a street grid; does not connect to arterial streets; does not connect to commercial land or land with future development potential; is not near parks, schools, or other public uses; and does not serve as a link for pedestrians and bicyclists.

Sonoma County Area and Specific Plans

The subject property is not covered under any County Area or Specific Plans.

CONCLUSION

The proposed project is consistent with the Sonoma County General Plan and Complete Streets Policy.


 Project Planner

Date 6/15/16

T9N R9W

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
97-012

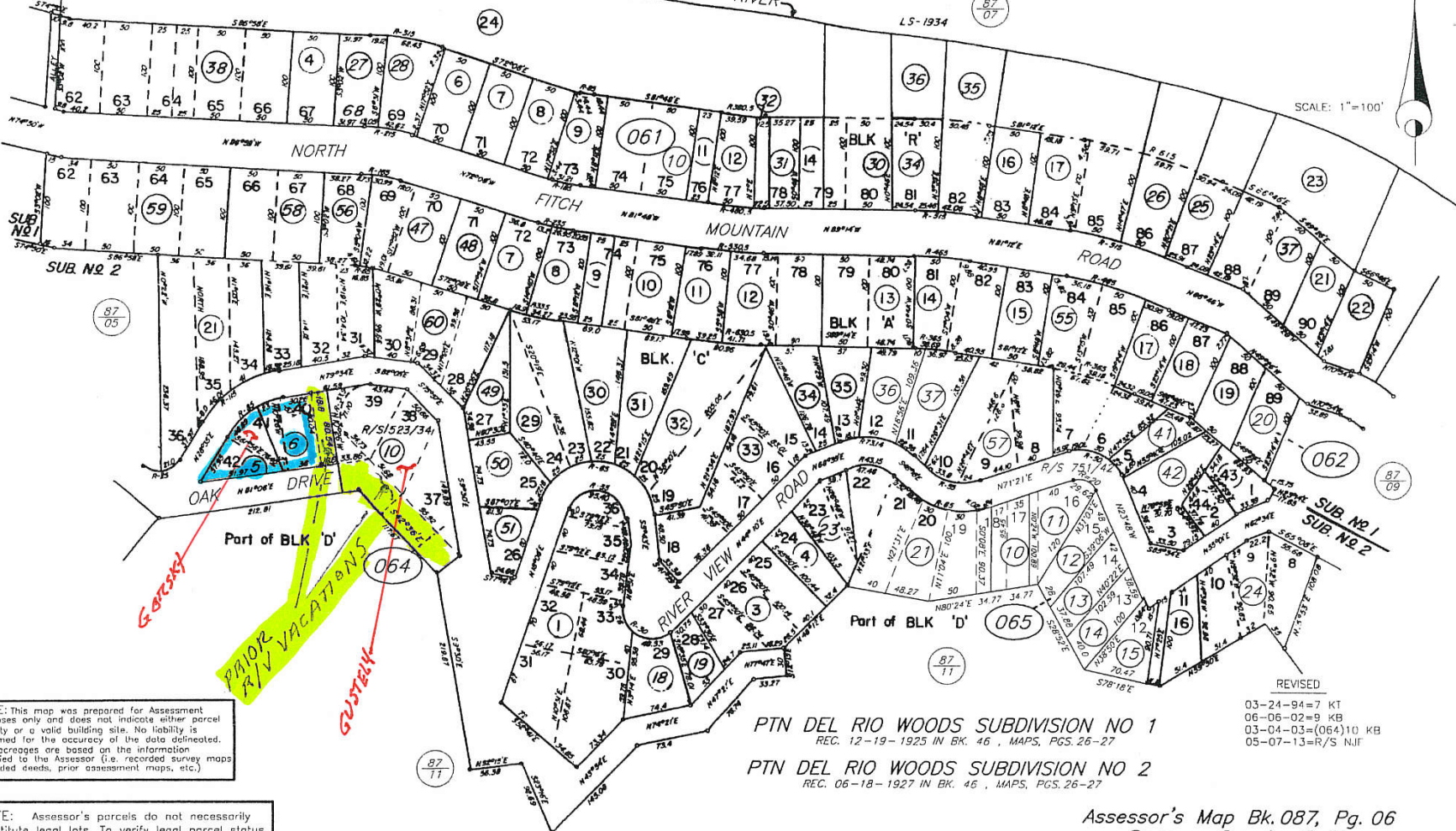
87-06

RUSSIAN RIVER

LS-1934

87-07

SCALE: 1"=100'



NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legality or a valid building site. No liability is assumed for the accuracy of the data delineated. The acreages are based on the information supplied to the Assessor (i.e. recorded survey maps, recorded deeds, prior assessment maps, etc.)

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

PTN DEL RIO WOODS SUBDIVISION NO 1
REC. 12-19-1925 IN BK. 46, MAPS, PGS. 26-27

PTN DEL RIO WOODS SUBDIVISION NO 2
REC. 06-18-1927 IN BK. 46, MAPS, PGS. 26-27

REVISED
03-24-94=7 KT
06-06-02=9 KB
03-04-03=(064)10 KB
05-07-13=R/S NJF

Assessor's Map Bk.087, Pg. 06
Sonoma County, Calif. (ACAD)

HYBRID 05/07/13 NJF

To; County of Sonoma, Permit and Resource Management Department
2550 Ventura Ave.
Santa Rosa, CA 95403
707-565-1900, fax-707-565-3767

2-14-17

RE; Right of Way known as Oak Drive.
at 2352 River View Drive. And 2374 river View Drive.
Healdsburg, CA 95448,

Mark Gustely
2374 River View Drive
Healdsburg CA 95448
707-481-2796, fax 707-433-6102

I reject this request for my approval. Owner of 2374 river View Drive, APN-087-064-010

1. The area is being used partly as a road way at the beginning and end where it has concrete on it and is the only access to my garage and parking and access to my front door that has no steps. I am disabled partial paralyzed right side.
2. I would like to ask if half of the Oak Drive area in question was divided 50/50 per my map I will provide if requested. I might approve the vacate if it is a 50/50 split.
3. Oak Drive is the only access I have to my home as the hillside lands surrounding my home are either too steep or my septic leach lines are blocking the passage way to the street River View Drive. And no hillside cuts are permitted within 50 feet of my leach lines.
4. I do not own or have I secured the rights to FRANNZE.LLC lands that have part of the driveway to my home. Thus I could be cut off if the vacate of Oak Drive is approved and the buyer of FRANNZ.LLC lands places no trespassing signs, my access is terminated. I'll have been land locked by this vacate. Unless I can secure a 15 foot right of way that is clear of Gorski's property. And fenced off to separate the two property accesses.
5. Gorski has miss represented the map that shows a pathway that is actually the illegal and unpermitted septic leach line hiding under the gravel pathway and inside the 50 setback required for leach lines. This leaking leach line is rotting the retaining wall Gorski built back in the 1990's that is built in the River View Drive right of way and Oak Drive right of way.

Signed  Mark Gustely

DEL RIO WOODS NO. 2
47 MAPS 7-10
BLOCK D

RIVER VIEW DRIVE

DEL RIO WOODS NO. 2
47 MAPS 7-10
BLOCK D

RECORD OF SURVEY,
523 MAPS 34

LANDS OF
GUSTELY
Doc. No. 2006-105093

CRESCENT
DRIVE VACATED DOCUMENT
NUMBER 93-030389

LANDS OF
GORSKI
Doc. No. 2012-112455
DOC. No. 2012-112294
APN 087-064-005,006

PORTION OF OAK
DRIVE VACATED DOCUMENT
NUMBER 2002-76191

OAK DRIVE
AREA TO BE VACATED
4,778.50 SQ FT

AREA FOR PRIVATE
EASEMENT

PARKING

DRIVEWAY

AREA FOR PRIVATE
EASEMENT

FITCH
DEPAF
AND F
2300
SUITE
SANTA

PETITION

unpermitted
3 bedroom house
septic tank
leach line

40

41

42



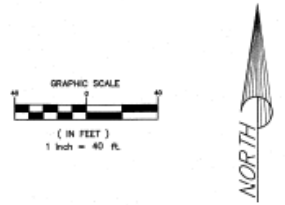
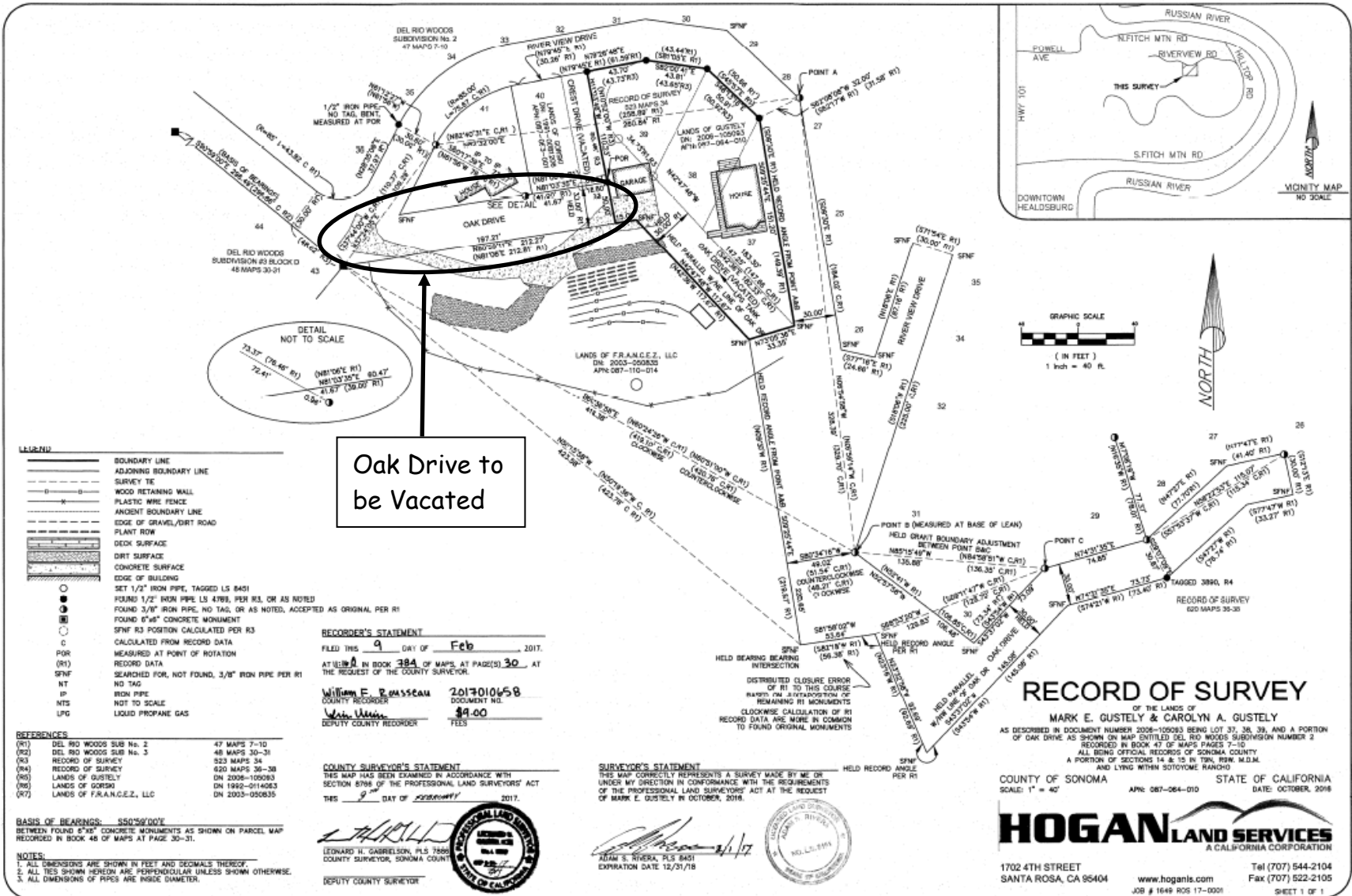
SCALE : 1" = 40'

LANDS OF
F.R.A.N.C.E.Z. LLC
Doc. No. 2003-050835 SCR
LLA Doc. No. 2014-082288 SCR
APN 087-110-014



784

30



Oak Drive to be Vacated

RECORD OF SURVEY
 OF THE LANDS OF
 MARK E. GUSTELY & CAROLYN A. GUSTELY
 AS DESCRIBED IN DOCUMENT NUMBER 2006-100983 BEING LOT 37, 38, 39, AND A PORTION
 OF OAK DRIVE AS SHOWN ON MAP ENTITLED DEL RIO WOODS SUBDIVISION NUMBER 2
 RECORDED IN BOOK 47 OF MAPS PAGES 7-10
 ALL BEING OFFICIAL RECORDS OF SONOMA COUNTY
 A PORTION OF SECTIONS 14 & 15 IN T9N, R9W, M.D.M.
 AND LYING WITHIN SOTOYOME RANGE

COUNTY OF SONOMA STATE OF CALIFORNIA
 SCALE: 1" = 40' APR 087-064-010 DATE: OCTOBER, 2016

HOGAN LAND SERVICES
 A CALIFORNIA CORPORATION

1702 4TH STREET
 SANTA ROSA, CA 95404
 www.hoganls.com
 Tel (707) 544-2104
 Fax (707) 522-2105
 JOB # 1649 ROS 17-0001 SHEET 1 OF 1

RECORDING REQUESTED BY:
Stephen J. Gorski and Judith A. Gorski

**When Recorded Mail Document
and Tax Statement To:**

Stephen J. Gorski and Judith A. Gorski
2366 48th Avenue
San Francisco, CA 94116

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT GRANT DEED

**The undersigned grantor(s) declare(s)
No consideration, Documentary transfer tax is \$00.00**

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Stephen J. Gorski and Judith
A. Gorski, as co-Trustees of the Gorski Family Living Trust, U/A dated October 29, 2012**

**hereby GRANT(S)
to Mark E. Gustely and Carolyn A. Gustely, husband and wife as community property with rights of survivorship
The following described real property in the unincorporated area, County of Sonoma, State of California,**

SEE EXHIBIT "A" and "B" ATTACHED HERETO AND MADE A PART HEREOF

Dated: _____

4/14/17

Stephen J. Gorski, Trustee

Judith A. Gorski, Trustee

MAIL TAX STATEMENTS AS DIRECTED ABOVE

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

State of California)
County of San Mateo)

On April 14, 2017 before me,
Abigail N. Magat, Notary Public
(here insert name and title of the officer), personally appeared
Stephen J. Gorski

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

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

WITNESS my hand and official seal:
Signature [Signature] (Seal)



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

State of California)
County of San Mateo)

On April 14, 2017 before me,
Abigail N. Magat, Notary Public
(here insert name and title of the officer), personally appeared
Judith A. Gorski

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

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

WITNESS my hand and official seal:
Signature [Signature] (Seal)



CURTIS & ASSOCIATES

LAND SURVEYING SERVICES
805 HEALDSBURG AVENUE
HEALDSBURG, CALIFORNIA 95448
707-433-4808 FAX 707-433-9918

March 14, 2017
2015-058
Access Easement

EXHIBIT "A"

Being an access easement over and across a portion of Oak Drive, Sonoma County, State of California as shown on Del Rio Woods Subdivision Number 2 filed in Book 47 of Maps, Pages 7-10, Sonoma County Records, also shown on that Record of Survey filed in Book 781 of Maps, Pages 08-16, Sonoma County Records and being more particularly described as follows:

PARCEL ONE:

Commencing at a 6 x 6 concrete monument at the northeast corner of Lot 43 as shown on the Del Rio Woods No. 3 Subdivision filed in Book 48 of Maps, Pages 30 & 31, Sonoma County Records, said point also being on the southerly right-of-way intersection of River View Drive and Oak Drive as shown on Del Rio Woods Subdivision Number 2 filed in Book 47 of Maps, Pages 7-10, Sonoma County Records; thence along the southerly right-of-way of said Oak Drive, N 79°25'36" E, 37.23 feet to the True Point of Beginning of the herein described Parcel One; thence continuing along the said southerly right-of-way of Oak Drive, N 79°25'36" E, 25.24 feet to a point hereinafter referred to as Point A; thence leaving said southerly right-of-way of Oak Drive, N 75°36'51" W, 32.00 feet; thence S 26°29'58" W, 12.05 feet; thence S 81°10'26" E, 11.71 feet to the True Point of Beginning. Containing 237.58 square feet, more or less.

PARCEL TWO:

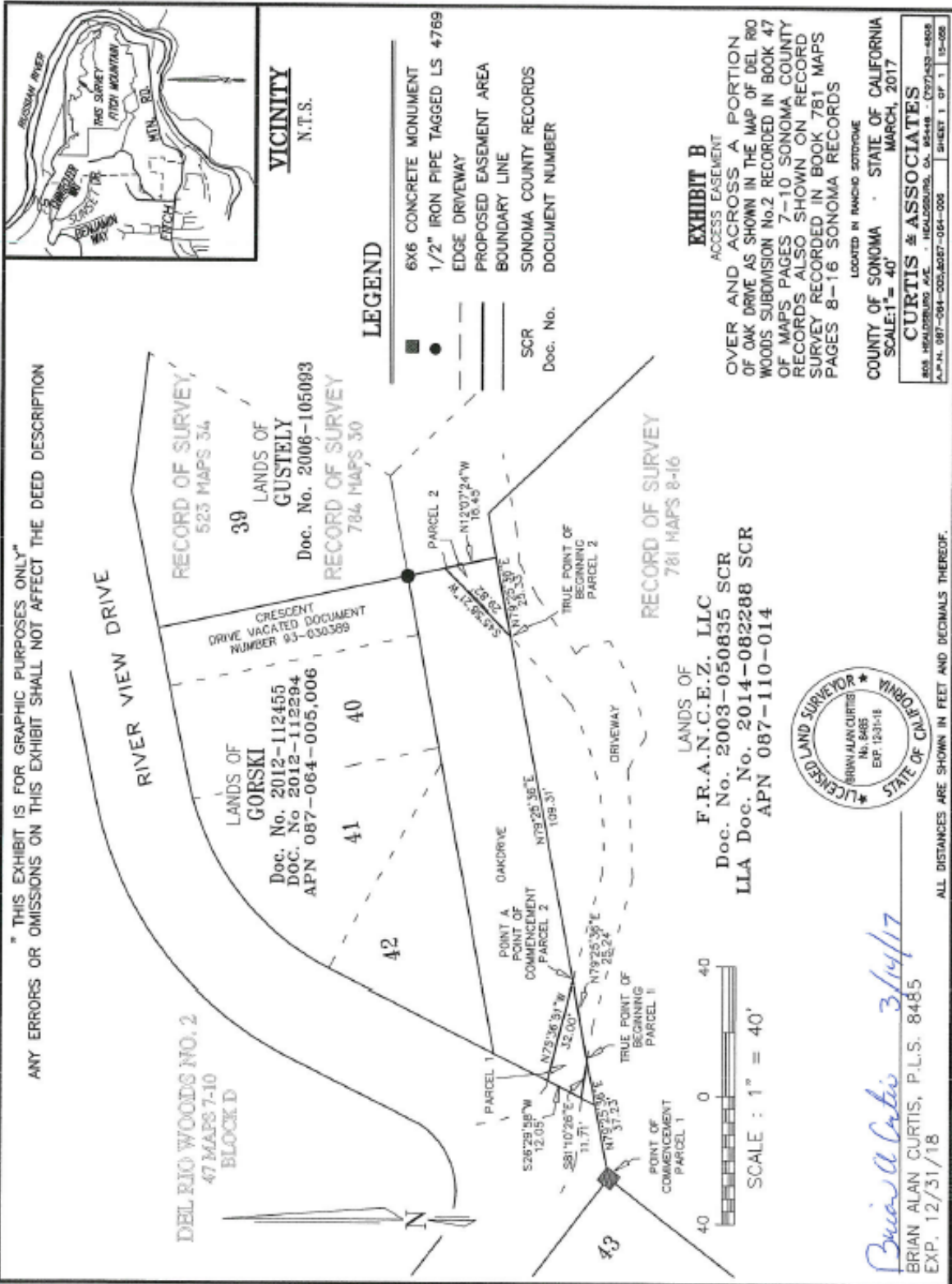
Commencing at Point A herein described in Parcel One; thence along the said southerly line of Oak Drive, N 79°25'36" E, 109.31 feet to the True Point of Beginning; thence continuing N 79°25'36" E, 25.33 feet; thence leaving the said southerly right-of-way of Oak Drive, N 12°07'24" W, 16.45 feet; thence S 45°58'21" W, 29.82 feet to the True Point of Beginning. Containing 208.21 square feet, more or less.

Basis of Bearing: Record of Survey filed in Book 781 of Maps, Pages 08-16, Sonoma County Records.

This description was prepared by me under the provisions of Section 8726 of the Business and Professions Code.



Brian A. Curtis 3/14/17
Brian Alan Curtis, PLS 8485



Brian A. Curtis 3/14/17
 BRIAN ALAN CURTIS, P.L.S. 8485
 EXP. 12/31/18



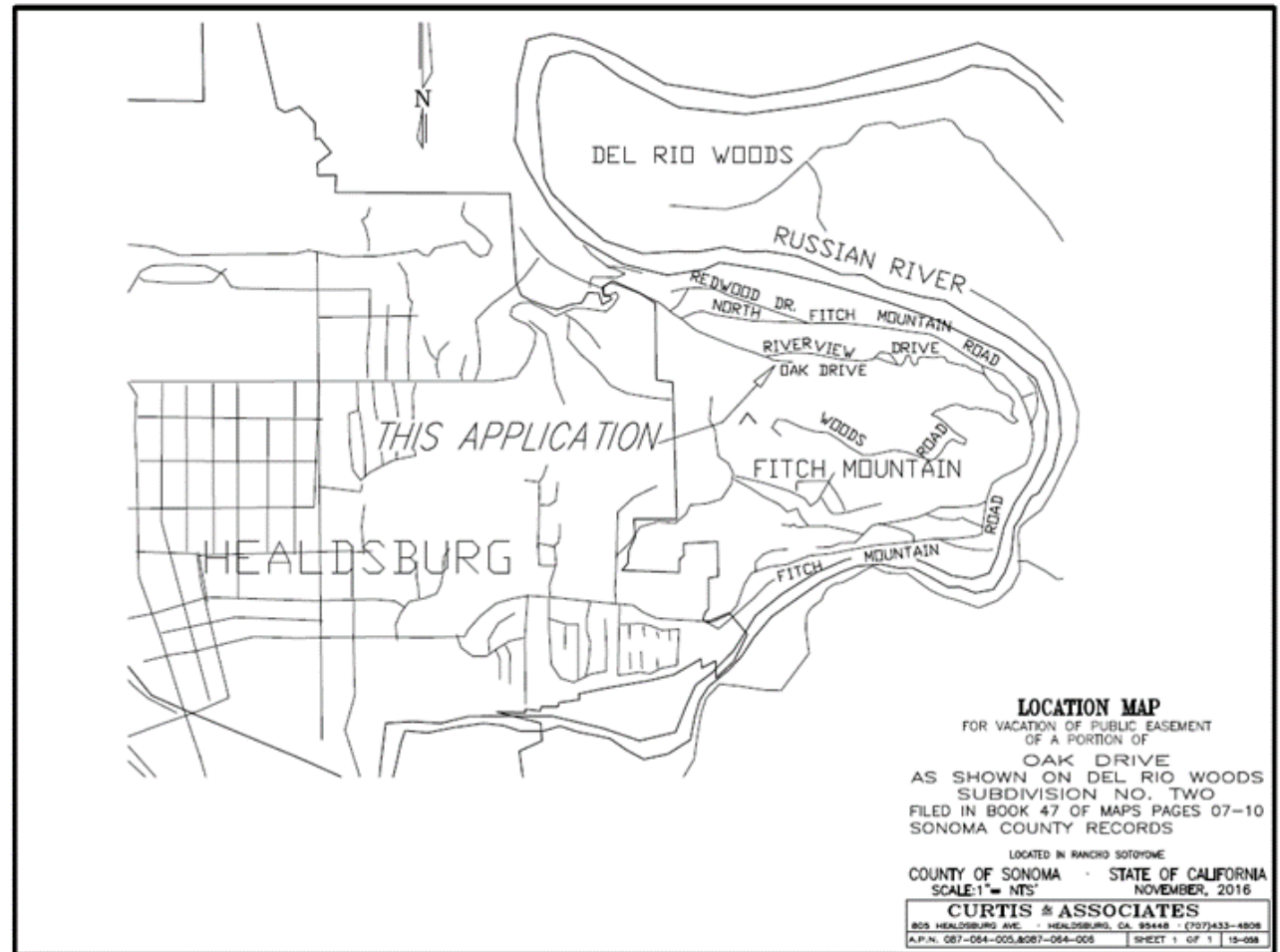
CURTIS & ASSOCIATES
 805 HIGHLAND AVE. - HEALDSBORO, CA. 95444 - (707)433-8809
 A.P.N. 087-264-000,007-004-008 SHEET 1 OF 1 15-008

Oak Drive Right-of-Way Vacation

April 25, 2017



Vicinity Map

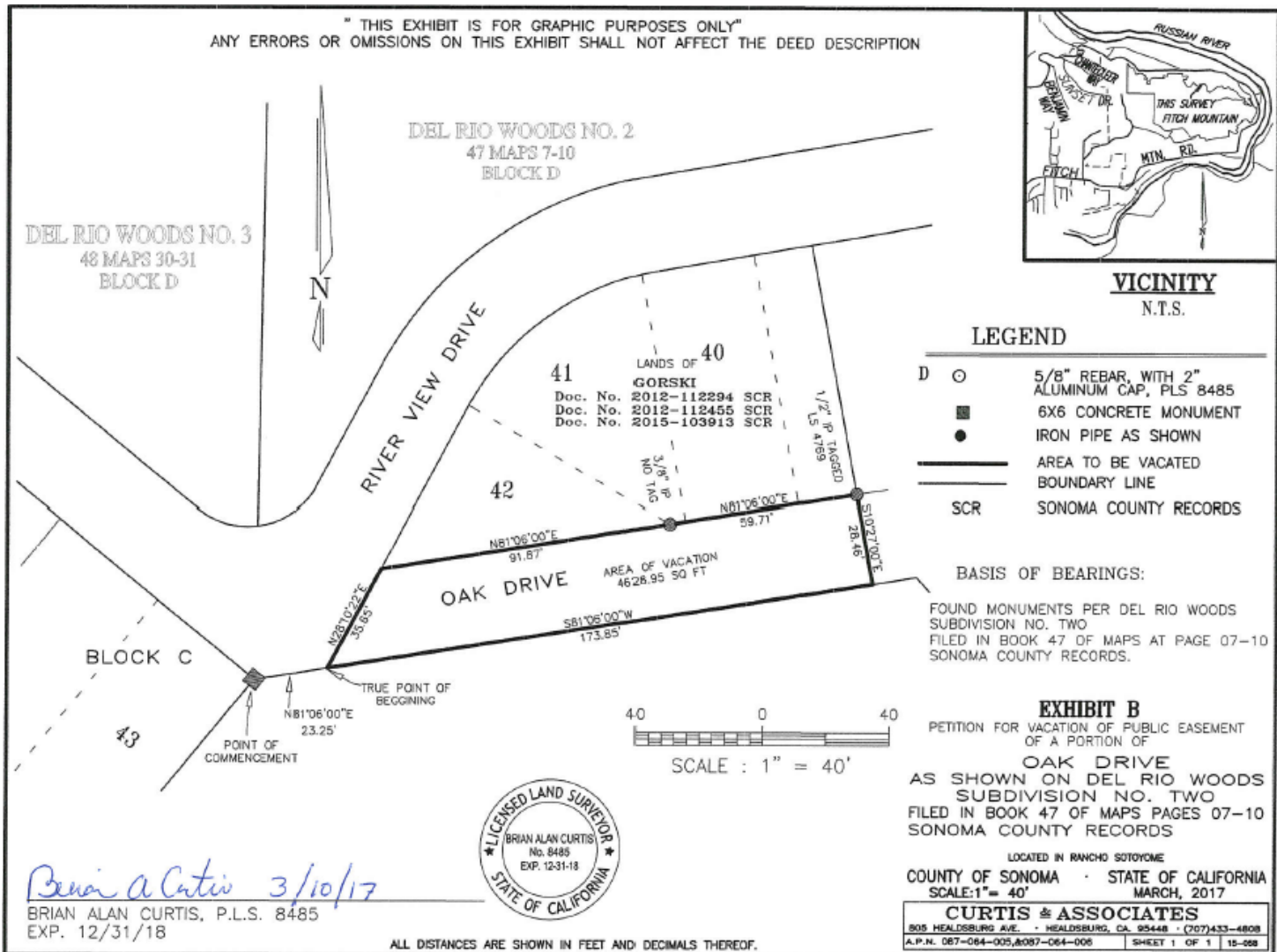


Aerial View

Proposed
Vacation of
Oak Drive,
located just
northerly of
existing
driveway



Proposed Area Of Vacation



Proposed Vacation



Proposed Vacation

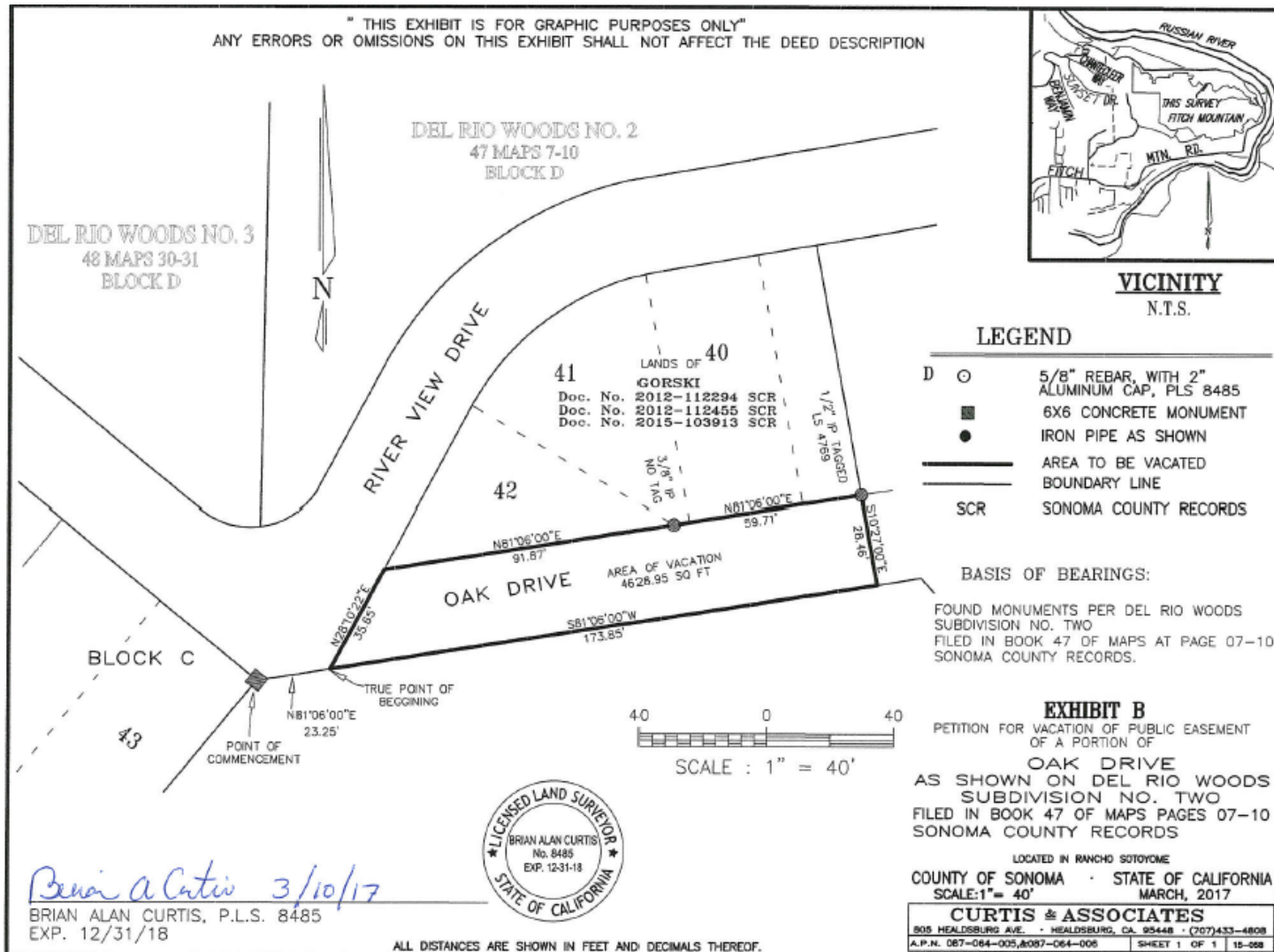


River View Drive at Oak Drive





Proposed Area Of Vacation



Questions?





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: April 25, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors/County Administrator's Office

Staff Name and Phone Number:

Nikolas Klein, 707-565-5312

Supervisorial District(s):

Countywide

Title: Charters for Pension Ad Hoc and Independent Citizen's Pension Committee

Recommended Actions:

- (A) Approve the charter for the Board's 2016-17 Pension Ad Hoc Committee.
- (B) Adopt a Resolution to establish an ongoing Independent Citizen's Pension Committee and approve its charter.
- (C) Direct the Pension Ad Hoc co-chairs to initiate an open application process to identify potential appointees to the Independent Citizen's Pension Committee. The co-chairs' recommended appointees will be presented to the full Board for approval as a consent item at a future meeting.

Executive Summary:

The Board of Supervisors ("Board") has adopted Pension Reform as one of its key priorities, with a goal of ensuring a fair, equitable, and sustainable pension system for taxpayers and employees alike. The Board has approved three over-arching goals for pension reform: contain costs; maintain market competitiveness and workforce stability; and improve accountability and transparency. After making progress toward its reform goals, the Board established the Independent Citizen's Advisory Committee on Pension Matters in September 2015, and charged it with evaluating the County's efforts to date and also proposing new reform strategies and approaches. The committee completed its work in July 2016 with submission of its report to the Board. In response, the Board created the new 2016-17 Pension Ad Hoc Committee (Supervisors Zane and Rabbitt appointed) to lead the next phase of pension reform efforts and address recommendations from the July 2016 Citizen's Committee report.

This item requests approval of the charter and scope for the Board's 2016-17 Pension Ad Hoc Committee, which includes the following deliverables: (1) a pension reform work plan; (2) recommendations for paying unfunded liability costs and improving equity; (3) a feasibility analysis for implementing a hybrid retirement plan with defined-benefit and defined-contribution components; (4) a communications program for pension matters, including improved reporting to enhance transparency; (5) new or revised cost containment measures; and (6) an approved charter for a citizen's committee.

With respect to this last item, this report also requests Board approval to establish a new, ongoing Independent Citizen's Pension Committee ("Committee"). The mission of the Committee will be to represent the best interests of the entire community in a non-partisan manner, while acting as a bridge for communication between the County and local residents on matters pertaining to the County's pension costs and reform efforts. The recommended scope for the committee is intended to improve accountability and transparency of the County's pension reporting, and provide a way for the County to engage citizens in the process of developing and refining the County's pension reform strategies.

Discussion:

Background

The Board of Supervisors formed the original Pension Ad Hoc Committee (Supervisors David Rabbitt and Shirlee Zane) in February 2011 to address the unsustainable course that Sonoma County pension costs had been on throughout the prior decade. The 2011 Pension Ad Hoc analyzed the County's pension issues and developed a comprehensive report to define the County's pension reform goals. The report highlighted several policy goals and strategies to reduce Sonoma County's pension costs and ensure a fair, equitable, and sustainable pension system. The Board received the Pension Ad Hoc's report in November 2011 and adopted the goals and strategies therein, including: cost containment; maintaining market competitiveness and workforce stability; and improving accountability and transparency.

The Board established the former Independent Citizen's Advisory Committee on Pension Matters in September 2015 as part of its efforts to improve transparency and accountability. The committee completed its work in July 2016 with submission of its final report, which assessed the County's pension reform progress since 2012 and communicated a number of findings and recommendations. The committee's report also added suggestions for further definition, tracking, measurement, and reporting efforts on some of the Board's existing pension reform strategies. The Board subsequently created a new Pension Ad Hoc Committee in November 2016, and appointed the 2011 Ad Hoc Supervisors (Rabbitt and Zane) to provide leadership for the next phase of reform efforts, including addressing the July 2016 citizen's committee report recommendations.

On February 21, 2017, staff presented a proposed charter for a limited duration independent citizen's pension committee; however, the concept was not endorsed by the Board. As an outcome of the Board's discussion, the Chair directed the Pension Ad Hoc and staff to explore options for establishing an ongoing citizen's advisory committee. The Pension Ad Hoc subsequently met with staff in March and developed a charter for a permanent committee. The Pension Ad Hoc and staff are now returning to the full Board with their recommended scope and charter for establishing the ongoing citizen's committee.

Approve the 2016-17 Board Pension Ad Hoc Committee Charter

The recommended scope for the 2016-17 Pension Ad Hoc aims to: (1) provide an overall framework for the next phase of reform efforts by defining a work plan; (2) further work under existing goals and strategies (i.e., cost containment and improving accountability and transparency); and (3) address

several of the key recommendations from the July 2016 citizen's committee report. The Pension Ad Hoc will work on the following deliverables, many of which will be addressed in a final report to the Board of Supervisors, planned for December 2017:

- 1) Create a new work plan for implementing the Board's current high priority pension reform goals and addressing the recommendations of the July 2016 citizen's committee report. The following scope items will inform the work plan:
 - a) Recommend approaches for reducing the County's Unfunded Actuarial Accrued Liability (UAAL) associated with pension costs, i.e., advanced payments towards UAAL and/or sharing the UAAL pension cost burden between employer and employees.
 - b) Assess the feasibility of, and possible approaches for, creating a hybrid retirement model that consists of defined-benefit and defined-contribution plan components.
 - c) Develop community-focused resources, including more robust annual reports, to provide transparency to the public surrounding pension matters.
 - d) Monitor and provide recommendations on legal developments that impact local pension systems.
- 2) Develop a scope and charter for a new Independent Citizen's Pension Committee.
- 3) Revisit the County's 10% of total compensation cost containment target.

The full charter for the 2016-17 Pension Ad Hoc is provided as **Attachment 1** to this summary report. The Ad Hoc Committee would be supported by staff from the County Administrator's Office, Human Resources, County Counsel, and the Auditor-Controller-Treasurer-Tax Collector. It is also anticipated that support will be required from outside consultants with relevant actuarial and legal expertise.

Establish a New Independent Citizen's Pension Committee

The Pension Ad Hoc co-chairs recognize the valuable insights, ideas, and contributions of the former committee, and they recommend establishing a new, ongoing citizen's committee to support the County's pension reform efforts. The mission of the new Independent Citizen's Pension Committee will be to represent the best interests of the entire community in a non-partisan manner, while acting as a bridge for communication between the County and local residents on matters pertaining to the County's pension costs and reform efforts. The Pension Ad Hoc recommends the following work scope for the Committee, focused on enhancing the County's pension reporting and improving accountability and transparency:

- 1) Review the County's annual "State of the Retirement System" Report (to be developed by staff). Review and evaluate the report's contents for accuracy and clarity, ask questions of staff, and

provide feedback or suggestions for additional content and copy edits to improve readability and transparency.

- 2) Review relevant County and SCERA published reports, such as: annual Comprehensive Annual Financial Reports, annual valuations of the retirement system, executed labor agreements and Government executed labor agreements and Govt. Code 31515.5 disclosure documents, and budget documents.
- 3) Present annual updates to the Board of Supervisors. This deliverable would take the form of a short board report and presentation, rather than a formal, comprehensive written report. The committee's annual Board updates would cover the following topics:
 - Meetings conducted, presentations received, workgroups formed, and other relevant activities of the committee;
 - Independent analysis of trends and key takeaways observed in the State of the Retirement System report and other County and SCERA publications;
 - Innovative pension reform strategies to contain costs being pursued in other local or state jurisdictions that could be applicable to the County;
 - Synopsis of relevant news articles, academic studies, publications, legislative developments, or other items of interest pertaining to pension plans and reform efforts; and
 - Additional recommendations, from a citizen's perspective, that could help the County further improve its pension reporting and ultimately the public's understanding of the pension system.

Consistent with the mission of the Committee and its status as an advisory body, the information communicated in its annual update shall be fair, constructive, and objective. Any and all pension reform strategies developed through the efforts of the Committee shall be advisory only to the Board of Supervisors. The Board would not be obligated to pursue any policy changes in response to the Committee's annual updates or recommendations. Further, to the extent the Board of Supervisors authorizes the delivery of pension reform strategies developed through this effort, the implementation of such strategies will be subject to State law and the County's labor relations policies and procedures. In this regard, the Committee will have no authority or involvement in the applicable labor relations process. The full charter for the new Committee is provided as **Exhibit A** to the **Attachment 2** resolution.

After considering different options for the structure and membership of the Committee, the Pension Ad Hoc decided on the following characteristics:

- Number of Members: Seven, appointed by majority vote of the Board of Supervisors
- Committee Duration: Ongoing, unless terminated by majority vote of the Board.
- Member Terms: Two-year staggered terms; no term limit, but subject to re-appointment.
- Membership Criteria: Must be a resident of Sonoma County; possess aptitude for dealing with complex financial information; and not affiliated with, participating in, nor a beneficiary of the County's retirement system.
- Member Nominations: Initial appointees to be nominated by the Pension Ad Hoc co-chairs after conducting an open application process. Future Committee vacancies will be posted on the

County's Boards, Commissions, Committees & Task Forces list to comply with the Maddy Act, and interested individuals may submit an application for consideration. Applications will initially be reviewed by County Administrator staff for completeness and verification of the applicant's eligibility. Applications will be forwarded to the presiding Chair and Vice Chair of the Board of Supervisors for review and possible interviews. Upon conclusion of the application process, member nominations will be presented to the full Board of Supervisors for approval. A sample application has been provided as **Attachment 3** to this report.

Upon approval of the attached resolution, the Pension Ad Hoc co-chairs would work with staff to initiate a committee application process open to all individuals whom meet the criteria listed above. The Pension Ad Hoc co-chairs will seek to balance prior committee experience with diverse perspectives as they come up with their member recommendations. In order to preserve historical knowledge and ensure some continuity of effort, the Ad Hoc co-chairs will look to grant some appointments to members of the 2015 Independent Citizens Advisory Committee on Pension Matters. All interested members of the original committee will be eligible to apply. In addition, the Pension Ad Hoc co-chairs will strive to have a balanced and diverse committee made up of community members with a wide variety of perspectives, such as individuals with knowledge of labor relations who can bring a labor perspective to promote balanced discussions, and individuals who may be early in their careers. The open application process will provide an opportunity for interested members of the community to apply to serve on the committee and potentially contribute new ideas and apply their unique perspectives to the pension problem. All members must be from Sonoma County and possess an aptitude for dealing with complex financial information. To mitigate potential conflicts of interest, committee members must not be affiliated with, participating in, nor a beneficiary of, the SCERA pension system.

Based on its scope, the Committee is expected to convene approximately 6-9 meetings annually. The committee's meetings would be subject to the requirements of the Ralph M. Brown Act for conducting open and public meetings. The Committee would receive administrative support from the County Administrator's Office, with as-needed analytical support provided by subject matter experts from other departments and agencies. County staff will provide administrative support to the Committee, but would not direct its work.

The County will create a dedicated webpage for the Committee to post relevant information, such as: meeting calendar, charter, bylaws, contact information, meeting agendas, approved meeting minutes, annual reports to the Board, membership rosters, and other Maddy book information.

Prior Board Actions:

- 02-21-2017: The Board directed the Pension Ad Hoc and staff to explore options for establishing an ongoing citizen's pension committee.
- 11-15-2016: Appointed Supervisors Shirlee Zane and David Rabbit to serve as co-chairs of the new Pension Ad Hoc Committee.
- 07-12-2016: Received the Independent Citizen's Committee's Final Report.
- 09-22-2015: Approved the Independent Citizen's Committee charter and appointed all seven members.
- 04-21-2015: Approved formation of the Independent Citizen's Committee and directed staff to start the application and selection process.
- 01-27-2015: Received a staff update on Pension Reform efforts initiated in November 2011.

11-08-2011: Received a report from the Board’s Ad Hoc Committee on Pension Reform, and directed staff to initiate the strategies contained within the report.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Goal 4: Civic Services and Engagement:

The Committee will be comprised of seven members from the general public who are not County employees, nor connected with the County’s pension system in any way. The charter for the committee will give members of the public an opportunity to review and provide input for the County’s pension reform strategies affecting the retirement system. The committee’s work will also improve the County’s transparency and accountability with respect to pension matters.

Goal 2: Economic and Environmental Stewardship:

Implementing pension reform, with a goal of ensuring a fair, equitable, and sustainable pension system, will benefit all current and future taxpayers, employees, and retirees.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	Ongoing Projected
Budgeted Expenses	85,971	108,088	10,780
Additional Appropriation Requested	0		
Total Expenditures	85,971	108,088	10,780
Funding Sources			
General Fund/WA GF	85,971	108,088	10,780
State/Federal	0	0	0
Fees/Other	0	0	0
Use of Fund Balance	0	0	0
Contingencies	0	0	0
Total Sources	85,971	108,088	10,780

Narrative Explanation of Fiscal Impacts:

The estimated cost to complete the respective work efforts of the Pension Ad Hoc and Citizen’s Committee will be covered under existing baseline County budget appropriations, without the need for additional appropriations. The County Administrator’s Office budget includes staff support costs, and the Non-Departmental budget includes appropriations earmarked for pension reform and actuarial activities. Refer to **Attachment 4** for budget details by committee, fiscal year, and financing source.

The total budget for the Pension Ad Hoc’s work effort is estimated to be \$172,475 over 12 months, spanning FY 2016-17 and FY 2017-18. The Ad Hoc’s budget assumes \$80,000 for actuarial support,

\$10,000 for outside legal expenses, and \$82,475 for County staff support. The Ad Hoc’s work will conclude in December 2017; therefore, no ongoing annual costs are anticipated.

The total budget for the Citizen’s Committee is estimated to be: \$8,496 in Fiscal Year 206-17 to set up the website and facilitate the application process; \$13,088 in 2017-18 to cover staff support for nine meetings; and \$10,780 annually starting in 2018-19 for staff costs to support future application processes and six meetings per year.

The proposed budget assumes staff support would be covered under the County Administrator’s baseline salaries and benefits budget; however, without additional resources, absorbing the time in the department’s baseline may reduce existing capacity to work on other special projects.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

n/a

Attachments:

- Attachment 1 - Pension Ad Hoc Committee Charter
- Attachment 2 - Resolution establishing the Independent Citizen’s Pension Committee
- Attachment 2, Exhibit A - Independent Citizen’s Pension Committee Charter
- Attachment 3 - Sample Application for the Independent Citizen’s Pension Committee
- Attachment 4 - Budget Estimate for the Pension Ad Hoc and Independent Citizen’s Pension Committee

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

None.

County of Sonoma
2016-17 Pension Reform Ad Hoc Committee
Charter/Scope of Work
(Board Report - Attachment 1)

I. Background

The Board of Supervisors (“Board”) formed the original Pension Ad Hoc Committee (“Ad Hoc”) in February 2011. Supervisors David Rabbitt and Shirlee Zane served as Co-Chairs. The 2011 Pension Ad Hoc analyzed the County’s pension issues and developed a comprehensive report to articulate the County’s pension reform goals. The report highlighted several policy goals and strategies to reduce Sonoma County’s pension costs and ensure a fair, equitable, and sustainable pension system. The Board received its report in November 2011 and adopted the goals and strategies therein, including: cost containment; maintaining market competitiveness and workforce stability; and improving accountability and transparency. County staff subsequently worked on implementing the strategies, and the Board received a progress report on January 27, 2015 of significant accomplishments achieved. The Board created the Independent Citizen’s Advisory Committee on Pension Matters to review progress to date, help develop materials to more easily explain the pension system and process to the general public, and offer any additional recommendations for further pension reform efforts. On July 12, 2016, the Board received the committee’s report, and staff began formulating a plan for the next phase of pension reform. On November 15, 2016, the Board created a new Pension Ad Hoc Committee to guide the County's strategy for implementing the next phase of reforms.

II. Committee Duration

The Pension Ad Hoc Committee will be convened for a limited term through December 31, 2017, unless extended by the Board of Supervisors.

III. Committee Members

On November 15, 2016, the Board Chair appointed two co-chairs to lead the committee: David Rabbitt, Second District Supervisor, and Shirlee Zane, Third District Supervisor.

IV. County Department, Other Agency, and Consulting Resources

The following County staff will support the work of the Pension Ad Hoc Committee:

- Sheryl Bratton, County Administrator;
- Christina Rivera, Assistant County Administrator;
- Rebecca Wachsberg, Deputy County Administrator; and
- Nikolas Klein, Administrative Analyst.

As-needed subject matter support may also be provided by staff from Human Resources, Auditor-Controller-Treasurer-Tax Collector, County Counsel, and the Sonoma County Employees’ Retirement Association. Possible support from outside consultants or contractors (i.e., analytical, actuarial, or legal services) may also be utilized.

County of Sonoma
2016-17 Pension Reform Ad Hoc Committee
Charter/Scope of Work
(Board Report - Attachment 1)

V. Scope of Effort and Deliverables

The Pension Ad Hoc Committee will guide the next phase of the County's pension reform efforts by accomplishing the following objectives, which will be addressed in a final report to the full Board of Supervisors with a target completion date of December 2017:

- 1) Pension Reform Work Plan: Create a new work plan for implementing the Board's current high priority pension reform goals and addressing the recommendations of the original Citizen's Committee. The work plan should identify: future action steps, staff resources required, contract resources required, desired outcomes, deliverables, limitations and constraints, and target completion dates.

Deliverable: Recommended Work Plan incorporated into the Committee's final report and approved by the full Board of Supervisors.

Target Completion Date: December 2017

- a. Recommend new approaches for paying unfunded liability costs and improving equity: Recommend approaches for reducing the County's Unfunded Actuarial Accrued Liability (UAAL) associated with pension costs, i.e., advanced payments towards UAAL and/or sharing the UAAL pension cost burden between employer and employees. Proposed employee cost sharing arrangements should also take into consideration existing inequities caused by different retirement tiers and the retirement system's current cost of living adjustments (COLA) policy.

Deliverable: Recommendations will be incorporated into the final report.

- b. "Hybrid" Plan Feasibility Analysis: In addition to other cost containment efforts, the Pension Ad Hoc Committee's November 2011 report and the Citizen Committee's July 2016 report both recommended the County pursue a new retirement benefit tier built upon a hybrid model, which would combine defined benefit and defined contribution plans. The Pension Ad Hoc will work with staff to assess the feasibility of, and possible approaches for, creating a hybrid retirement plan model with or without enabling legislation.

Deliverable: The Pension Ad Hoc's final report will include a feasibility analysis for implementing a hybrid plan, and a recommended strategy for the County to pursue.

- c. Develop a Communications Program for Pension Information: Develop a new communications program to help achieve the goal of improving accountability and transparency. The communications program would include three main components:
 - i. An informational handout to communicate pertinent information about Sonoma County's pension system to be updated annually thereafter by County staff. The handout would use facts and figures to address common misconceptions regarding the pension system, how it works, and its impact. The document should explain concepts clearly and be easily understood by members of the public.

Target Completion: May 2017.

County of Sonoma
2016-17 Pension Reform Ad Hoc Committee
Charter/Scope of Work
(Board Report - Attachment 1)

- ii. Improve upon past staff pension reports by developing a comprehensive annual “State of the Retirement System” report that is informative, understandable, consistent, and accessible to members of the public. This report is anticipated to be a joint effort with the Sonoma County Employees’ Retirement Association.
Target Completion: September 2017.

 - iii. Recommended updates to the County website to communicate pertinent information and data related to pensions. The content would be geared towards members of the general public.
Target Completion: December 2017 as part of the Pension Ad Hoc’s report.

 - d. Monitor Legal Developments: Monitor and provide recommendations on legal developments that impact local pension systems. Work may entail reviewing the status and outcomes of applicable state or federal court cases that may provide opportunities for further pension reform.
Deliverable: Recommendations and/or analysis of legal developments will be incorporated into the Committee’s final report.
- 2) Establish a New Independent Citizen’s Pension Committee: Develop a recommended scope and charter for a new citizen’s committee. The charter should address the scope of work, membership parameters, terms, and staff support. Identify and nominate appointees to the committee.
Deliverable 1: Independent Citizen’s Pension Committee established and charter approved by the full Board of Supervisors.
Target Completion Date: April 25, 2017
Deliverable 2: Board approval of Committee appointees.
Target Completion Date: June/July 2017
- 3) Cost Containment Target: The 2011 Pension Ad Hoc’s report established a cost containment goal of reducing the County’s annual pension costs to 10% of total compensation within 10 years. Given actual experience over the past few years, and recommendations by the Citizen’s Committee to reconsider use of this target ratio, the Pension Ad Hoc will revisit the value and use of this cost containment goal. The Pension Ad Hoc will develop a recommendation to either reaffirm the original 10% in 10 years target or add new cost containment measures.
Deliverable: The recommendation will be included in the Pension Ad Hoc report.
Target Completion Date: December 2017

VI. Stakeholders

- Board of Supervisors
- All County citizens
- County employees, employee groups, and retirees participating in the pension system
- Sonoma County Employees’ Retirement Association
- Independent Citizen’s Pension Committee



County of Sonoma
State of California

Date: April 25, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Establishing the Independent Citizen's Pension Committee**

Whereas, the Board of Supervisors has adopted Pension Reform as one of its key priorities, with a goal of ensuring a fair, equitable, and sustainable pension system for taxpayers and employees alike.

Whereas, the Board has approved three over-arching goals for pension reform: contain costs; maintain market competitiveness and workforce stability; and improve accountability and transparency.

Whereas, the Board established the former Independent Citizen's Advisory Committee on Pension Matters in September 2015 for a limited duration as part of its efforts to improve transparency and accountability.

Whereas, the Board of Supervisors desires to establish a new, ongoing citizen's committee to represent the best interests of the entire community in a non-partisan manner, while acting as a bridge for communication between the County and local residents on matters pertaining to the County's pension costs and reform efforts.

Now, Therefore, Be It Resolved that the Board of Supervisors hereby establishes the Independent Citizen's Pension Committee, in accordance with the **Exhibit A Charter**, which specifies: member nominations and appointments; membership criteria and terms; committee duration, compensation; scope of effort and deliverables; staff support and resources; spending authority; and rules and procedures for meetings.

Supervisors:

Gorin: Rabbitt: Gore: Hopkins: Zane:

Ayes: Noes: Absent: Abstain:

So Ordered.

**County of Sonoma Board Resolution – Exhibit A
Independent Citizen’s Pension Committee Charter**

I. Background

In November 2011, the Sonoma County Board of Supervisors (“Board”) approved several policy goals and strategies to reduce Sonoma County’s pension system costs and ensure a fair, equitable, and sustainable local pension system. The Board approved three over-arching goals for pension reform: contain costs; maintain market competitiveness and workforce stability; and improve accountability and transparency. Under the goal of improving transparency, one of the strategies called for establishing an Independent Citizen’s Committee to review and propose policy changes to control pension costs. To that end, in September 2015, the Board established the former Independent Citizen’s Advisory Committee on Pension Matters, and appointed seven members.

The Board established the original committee for a limited duration of nine months and charged it with producing a written report to address three specific areas: (1) evaluating the County’s progress towards achieving its stated pension reform goals; (2) developing a brief summary of the County’s pension system and the roles and responsibilities of governing bodies; and (3) proposing new pension reform recommendations for the Board’s consideration. The committee’s final report communicated its members’ findings and recommendations culminating from their effort to study, analyze, and evaluate the County’s pension reform efforts since 2012. The original committee’s work concluded on July 12, 2016 with submission of its final report. This charter outlines the scope and requirements for a new citizen’s committee, hereafter referred to as the Independent Citizen’s Pension Committee (“Committee”).

II. Mission Statement

The mission of the Independent Citizen’s Pension Committee is to represent the best interests of the entire community in a non-partisan manner, while acting as a bridge for communication between the County and local residents on matters pertaining to the County’s pension costs and reform efforts.

III. Membership

- a. Appointments: The Committee shall consist of seven members appointed by majority vote of the Board of Supervisors, and nominated as follows:
 - i. The initial seven appointees shall be nominated by the co-chairs of the 2016-17 Pension Ad Hoc after conducting an open application process in compliance with the Maddy Act.
 - ii. Future Committee vacancies will be posted on the County’s Boards, Commissions, Committees & Task Forces list to comply with the Maddy Act, and interested individuals may submit an application for consideration. Applications will initially be reviewed by County Administrator staff for completeness and verification of the applicant’s eligibility. Applications will be forwarded to the presiding Chair and Vice Chair of the Board of Supervisors for review and possible interviews. Upon conclusion of the application process, member nominations will be presented to the full Board of Supervisors for approval.

**County of Sonoma Board Resolution – Exhibit A
Independent Citizen’s Pension Committee Charter**

b. Membership Requirements

Members shall meet the following criteria:

- Resident of Sonoma County;
- Possess an aptitude for dealing with complex financial information; and
- Not affiliated with, participating in, nor a beneficiary of, the Sonoma County Employees’ Retirement Association (“SCERA”) pension system.

c. Member Terms

The seven members appointed to the Committee will initially serve staggered terms of either two or three years. As the terms of the initial members expire, all new members will be appointed (or incumbents re-appointed) to a standard two-year term. All members shall serve at the pleasure of the Board of Supervisors and may be removed from office at any time by the Board.

- **Staggered Terms for Initial Members:** Three of the seven initial appointees, chosen at random, will serve an extended three-year term; the remaining four initial appointees will serve a standard two-year term.
- **Standard Terms:** All members will hold office for a term of two-years, or until their successor is appointed. Individual members will not be subject to term limits; however, they must be reappointed by the Board upon expiration of their current term in order to continue serving on the committee.

d. Replacements: In event of the death, resignation, or inability of any member of the Committee to serve, such condition shall be brought to the attention of the Board of Supervisors for appointment of a replacement. “Inability to serve” shall be determined by a majority vote of the Committee. If any member misses two consecutive regular meetings without a valid reason, the Board of Supervisors, through the County Administrator’s Office, shall be notified and requested to appoint a replacement. The replacement would finish the remaining term of the individual removed from the committee, and would not serve a full two-year term.

e. Compensation: Members of the Committee shall serve without compensation.

IV. Committee Duration

The Independent Citizen’s Pension Committee will be convened as an ongoing committee without a specified end date, unless terminated by majority vote of the Board of Supervisors.

**County of Sonoma Board Resolution – Exhibit A
Independent Citizen’s Pension Committee Charter**

V. Scope of Effort and Deliverables

The following scope for the Independent Citizen’s Pension Committee is intended to improve accountability and transparency of the County’s pension reporting, and provide a way for the County to engage citizens in the process of developing and refining its pension reform strategies:

- 1) Review and Provide Feedback on the County’s “State of the Retirement System” Report: County staff will work with SCERA to improve upon past pension reports and develop a comprehensive annual “State of the Retirement System” report that is informative, understandable, and accessible to members of the public. The State of the Retirement System report will be published annually during the second quarter of each fiscal year (October – December). Staff will provide an advanced copy of the report to the Committee prior to publication. Committee members will have the opportunity to review and evaluate the report’s contents for accuracy and clarity, ask questions of staff, and provide feedback or suggestions for additional content and copy edits to improve readability and transparency.

- 2) Review Relevant County and SCERA Reports and Materials: When the following recurring reports and documents are published and made available for review by the general public, they will concurrently be provided to committee members for informational purposes:
 - County’s Comprehensive Annual Financial Report (CAFR);
 - County’s Annual Fiscal Year Recommended and Adopted Budget Books;
 - County’s Annual Fiscal Year Citizen’s Report;
 - County’s Annual State and Federal Legislative Platform;
 - County’s executed labor agreements and Govt. Code 31515.5 disclosure documents;
 - SCERA’s Annual Actuarial Valuation of the Retirement System;
 - SCERA’s Comprehensive Annual Financial Report; and
 - SCERA’s Popular Annual Financial Report.

- 3) Annual Presentation to the Board of Supervisors: The Committee shall present an annual update to the Board of Supervisors during the months of April or May. This deliverable would take the form of a short board report and presentation, and would not be a formal, comprehensive written report. The timing of the Board update is intended to give the committee sufficient time to review relevant County reports, while also minimizing disruption caused by potential turnover of committee members every other summer due to term expirations. The committee’s annual Board updates shall cover the following topics:
 1. Meetings conducted, presentations received, workgroups formed, and other relevant activities of the committee;
 2. Independent analysis of trends and key takeaways observed in the State of the Retirement System report and other County and SCERA publications;
 3. Innovative pension reform strategies to contain costs being pursued in other local or state jurisdictions that could be applicable to the County;
 4. Synopsis of relevant news articles, academic studies, publications, legislative developments, or other items of interest pertaining to pension plans and reform efforts; and

**County of Sonoma Board Resolution – Exhibit A
Independent Citizen’s Pension Committee Charter**

5. Additional recommendations, from a citizen’s perspective, that could help the County further improve its pension reporting and ultimately the public’s understanding of the pension system.

Consistent with the mission of the Committee and its status as an advisory body, the information communicated in its annual update shall be fair, constructive, and objective. Any and all pension reform strategies developed through the efforts of the Committee shall be advisory only to the Board of Supervisors. Following the Committee’s annual updates, the Board would not be obligated to pursue any policy changes. Further, to the extent the Board of Supervisors authorizes the delivery of pension reform strategies developed through this effort, the implementation of such strategies will be subject to State law and the County’s labor relations policies and procedures. In this regard, the Committee will have no authority or involvement in the applicable labor relations process.

VI. Committee Support and Resources

The Independent Citizen’s Pension Committee will receive administrative meeting support from the County Administrator’s Office, with as-needed analytical support provided by subject matter experts from departments, such as: the County Administrator’s Office, Human Resources, Auditor-Controller-Treasurer-Tax Collector, County Counsel, and the Sonoma County Employees’ Retirement Association. County staff will not be allowed to direct the committee’s work in any way, because it reports directly to the Board of Supervisors in an advisory capacity. Given the committee’s scope (refer to Section V. above), it is not expected to utilize services from outside consultants or contractors (i.e., analytical, actuarial, or legal).

The County will create a dedicated webpage for the committee to post relevant information, such as: meeting calendar, charter, bylaws, contact information, meeting agendas, approved meeting minutes, annual reports to the Board, membership rosters, and other Maddy book information.

VII. Spending Authority and Travel

The Committee will not be granted authority to expend County funds, nor will it have authority to enter into any contracts or agreements for goods or services. No travel is authorized under the scope of work; therefore, committee members will not be reimbursed for travel costs.

VIII. Committee Rules and Procedures

- a. Bylaws: Shortly after the initial meeting of the ICPC, its members must draft and approve the committee’s bylaws. Upon committee approval, the bylaws must be submitted to the Board of Supervisors for approval. Future amendments or revisions to the bylaws must also be approved by both the committee and the Board of Supervisors.
- b. Records Retention Schedule: The committee must adhere to the County Clerk of the Board’s Document Retention Schedule for Advisory Board Files in compliance with the requirements set forth in County of Sonoma Administrative Policy 6-1: Policy for Records Retention, Storage

**County of Sonoma Board Resolution – Exhibit A
Independent Citizen’s Pension Committee Charter**

& Destruction. The records retention schedule defines the Committee’s retention, storage, and disposition of records, in accordance with administrative, legal, audit, and historical requirements.

- c. Brown Act: All meetings and all deliberations of the ICPC shall be open to the public and shall be governed by the Ralph M. Brown Act (Government Code Section 54950, *et seq.*).
- d. Quorum and Recommendations: Four of seven committee Members must be present at any given meeting to constitute a quorum. No action or advisory recommendation of the ICPC shall be valid unless a majority of all the members concur.
- e. Voting: Each member of the ICPC shall be entitled to one vote. A member may abstain from voting in cases of conflict of interest, in which case he or she shall state what the conflict is and recuse themselves from discussion of the item. No proxies shall be permitted. All votes shall be public and properly recorded.
- f. Conduct of Meetings: Meetings of the committee shall be conducted in an orderly fashion. The Committee may refer to “Robert’s Rules of Order” for assistance in developing procedures to ensure orderly conduct.
- g. Presiding Officer: The chair, or the vice chair in the chair’s absence, shall preside over all meetings of the ICPC. In the case of absence of both the chair and the vice-chair, the chair pro tem shall preside.
- h. Agendas: The chair shall be responsible for setting the agenda of each meeting of the ICPC. The County Administrator shall assign staff to attend, as needed. County Administrator staff shall post the agenda for each meeting of the ICPC at the Board of Supervisors office at least 72 hours in advance of the meeting per Brown Act requirements.
- i. Meeting Minutes: The minutes of each meeting of the ICPC shall include a copy of the agenda, the official public record of the meeting, and shall indicate any actions taken by the committee.
- j. Meeting Frequency: It is anticipated that the ICPC will convene between six (6) to nine (9) meetings per year. The ICPC may form individual workgroups comprised of a subset of members (less than a quorum) to accomplish specific tasks. The smaller workgroups would not be subject to Brown Act requirements and may meet more frequently.
- k. Meeting Location: All meetings and deliberations of the full ICPC shall be held in a County building easily accessible to the public. This requirement does not apply to smaller workgroups meetings of less than a quorum.
- l. Ethics: Committee members are expected to adhere to high ethical standards in the conduct of their duties. Such conduct requires that Committee members: be independent, impartial and fair in their judgment and actions; comply with both the letter and the spirit of laws and

**County of Sonoma Board Resolution – Exhibit A
Independent Citizen’s Pension Committee Charter**

policies affecting operations of the Committee; and conduct public deliberations and processes openly in an atmosphere of respect and civility.

- m. Representation of the Committee: Committee members would not be authorized to represent, speak, or act on behalf of the Committee as a whole unless so authorized by the Committee.

- n. Conflicts of Interest: Committee members are prohibited from using their official positions to influence decisions in which they have a financial interest, or an organizational responsibility, or where they have a personal relationship that would constitute a conflict of interest. Committee members should avoid taking any action that could be construed, or create the appearance of, using public office for personal gain, including use of the title of Committee Member or other County resources to obtain or promote personal interests and/or businesses.

IX. Stakeholders

- Board of Supervisors
- All County residents
- County employees, employee labor groups, and retirees participating in the pension system
- Sonoma County Employees’ Retirement Association

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: *Independent Citizen's Pension Committee*

NAME _____

ADDRESS _____

MAILING ADDRESS _____

HOME PHONE _____ CELL PHONE _____

BUSINESS PHONE _____ EMAIL _____

HOW MANY YEARS HAVE YOU RESIDED IN SONOMA COUNTY? _____

PRESENT OCCUPATION _____

EDUCATION:		
SCHOOL	MAJOR	GRADUATION DATE/DEGREE

COMMUNITY SERVICE EXPERIENCE:		
ORGANIZATION	DATES SERVED	POSITION

OTHER RELEVANT EXPERIENCE/EXPERTISE (please summarize here and attach a resume): _____

WHAT IS YOUR UNDERSTANDING OF THE ROLE AND RESPONSIBILITY OF THIS BOARD/COMMISSION/COMMITTEE (and please explain your interest to serve on it)?

WHICH ACTIVITIES OF THIS BOARD/COMMISSION/COMMITTEE INTEREST YOU THE MOST?

WHICH ACTIVITIES INTEREST YOU THE LEAST?

WHAT WOULD BE YOUR GOAL AS A BOARD/COMMISSION/COMMITTEE MEMBER?

PLEASE DESCRIBE YOUR RELEVANT LABOR RELATIONS EXPERIENCE (IF ANY)

PLEASE DESCRIBE YOUR RELEVANT FINANCIAL MANAGEMENT/ANALYSIS EXPERIENCE

WHAT DO YOU FEEL YOU COULD CONTRIBUTE TO SEE THESE GOALS REALIZED? _____

USE ADDITIONAL PAPER IF NECESSARY

PLEASE LIST TWO LOCAL REFERENCES AND THEIR PHONE NUMBERS:

Please List any Membership in Professional, Labor, or Community Organizations

Please indicate whether you are a member or beneficiary of any defined benefit retirement system

Yes No

Please indicate whether you served on the County's 2015 Independent Citizen's Advisory Committee on Pension Matters

Yes No

Appointees will be required to take an Oath of Office & may be subject to filing an annual Statement of Economic Interest.

SIGNATURE

DATE

(by signing you are affirming that you are not a member or beneficiary of the Sonoma County Employees Retirement Association)

Applications will be kept on file for two years. All applications are available to the public.



04-25-17_CAO_Pension Committee Charters_Att 4_Budget Estimate

2017 Independent Citizen's Pension Committee								
Member Stipends	# of Members	FY 16-17 Meetings	FY 17-18 Meetings	Ongoing Annual Meetings	FY 16-17 Cost	FY 17-18 Cost	Ongoing Annual Cost	Basis of Estimate Notes/Assumptions
Meeting Attendance	7	0	9	6	\$0	\$0	\$0	No member stipend.
Sub-Total Member Stipends	0	9	6	\$0	\$0	\$0		
County Support	FY 16-17 Hours	FY 17-18 Hours	Ongoing Annual Hours	FY 16-17 Cost	FY 17-18 Cost	Ongoing Annual Cost	Basis of Estimate Notes/Assumptions	
Staff Administrative Meeting Support	16	88	64	\$992	\$5,456	\$4,087	Hourly rate assumes Administrative Aide job class. Per meeting hours assumes 8 total for coordination, scheduling, preparation, ADA remediation of website content, and drafting minutes. Includes 16 hours annually to support the initial FY 16-17 and ongoing committee member application processes, as well as processing members' onboarding paperwork and Oathes of Office.	
Staff Analytical Support	16	68	56	\$1,504	\$6,392	\$5,422	Hourly rate assumes Admin Analyst III job class. Per meeting hours assumes 4 for attendance only. Estimate also includes: 16 hours annually to support initial FY 16-17 and recurring ongoing member application and review processes; 8 hours annually to prepare and present pension information to the committee; and 8 hours each year to assist with preparing the committee's annual Board of Supervisors update.	
Staff Legal Support	0	4	4	\$0	\$1,040	\$1,071	Prepare and conduct annual Brown Act trainings.	
Office Supplies	0	0	0	\$0	\$200	\$200	Document production costs for meeting materials and County reports/publications.	
Information Systems Dept. Wepage Support	0	0	0	\$6,000	\$0	\$0	Budget assumes initial Committee webpage setup, including: design, build, test, content migration, and project coordination.	
Travel Costs	0	0	0	\$0	\$0	\$0	No travel.	
Consultant Services	0	0	0	\$0	\$0	\$0	No consulting support.	
Sub-Total County Support	32	160	124	\$8,496	\$13,088	\$10,780		
Total Expenditures - Independent Citizen's Pension Committee				\$8,496	\$13,088	\$10,780		

Financing Sources	FY 16-17	FY 17-18	Ongoing Annual
Non-Departmental Budget (General Fund) - Existing Baseline	6,000	1,240	1,271
Non-Departmental Budget (General Fund) - Additional Appropriations	0	0	0
County Administrator Budget (General Fund) - Existing Baseline	2,496	11,848	9,509
Total Financing Sources - Independent Citizen's Pension Committee	8,496	13,088	10,780

2016 Pension Ad Hoc Committee							
Staff Support	FY 16-17 Hours	FY 17-18 Hours	FY 18-19 Hours	FY 16-17 Cost	FY 17-18 Cost	Ongoing Cost	Basis of Estimate Notes/Assumptions
Staff Analytical Support	375	400	0	\$34,875	\$37,200	\$0	Hourly rate assumes Administrative Analyst III job class. Includes estimated hours for: meeting support, work plan development, report writing, drafting charters, hybrid plan feasibility research and analysis, cost sharing research and analysis, contract administration, other directed research, development of communications materials and annual reports, and Board items. Assist with unfunded liability legal research, hybrid plan research, and monitoring legal developments. \$80k to assess impact of unfunded liability approaches, and to assess potential hybrid plan cost savings (\$40k each) Legal consultant support with subject-matter expertise in public pension systems.
Staff Legal Support	10	30	0	\$2,600	\$7,800	\$0	
Contract Services - Actuarial Support				\$40,000	\$40,000	\$0	
Contract Services - Legal				\$0	\$10,000	\$0	
Total Expenditures - Pension Ad Hoc				\$77,475	\$95,000	\$0	
Financing Sources				FY 16-17	FY 17-18	Ongoing	
Non-Departmental Budget (General Fund) - Existing Baseline				42,600	57,800	0	
Non-Departmental Budget (General Fund) - Additional Appropriations				0	0	0	
County Administrator Budget (General Fund) - Existing Baseline				34,875	37,200	0	
Total Financing Sources - Pension Ad Hoc				77,475	95,000	0	

FUNDING SUMMARY

Expenditures	FY 16-17	FY 17-18	Ongoing
Total Expenditures - Independent Citizen's Pension Committee	8,496	13,088	10,780
Total Expenditures - Pension Ad Hoc	77,475	95,000	0
Grand Total Expenditures	85,971	108,088	10,780
Financing Sources	FY 16-17	FY 17-18	Ongoing
Non-Departmental Budget (General Fund) - Existing Baseline	48,600	59,040	1,271
Non-Departmental Budget (General Fund) - Additional Appropriations	0	0	0
County Administrator Budget (General Fund) - Existing Baseline	37,371	49,048	9,509
Grand Total Financing Sources (General Fund)	85,971	108,088	10,780

PENSION REFORM AD HOC & INDEPENDENT CITIZEN'S COMMITTEE



Recommended Actions

- A. Approve 2016 Pension Ad Hoc Charter
- B. Adopt a Resolution establishing an ongoing Independent Citizen's Pension Committee
- C. Direct the Pension Ad Hoc to initiate an application process and present recommended appointments in a future consent item

Overview

- 2016 Pension Ad Hoc will lead the next phase of reform efforts.
 - Minor cleanup to Ad Hoc Charter from the version presented to the Board on 2/21/17.
- Ongoing Independent Citizen's Pension Committee focused on improving accountability and transparency.
 - Citizen's Committee charter revised substantially to reflect new membership composition, ongoing duration, and scope.

Pension Ad Hoc

- Co-chairs: Zane and Rabbitt
- November 2016 through December 2017
- December 2017 report will address:
 - Work plan
 - Assess hybrid retirement plan feasibility
 - Strategies for reducing unfunded liability
 - Develop community-focused resources, including more robust annual reports, to improve transparency to the public.
- Monitor legal developments that impact pensions
- Create a new Independent Citizen's Committee
- Revisit the County's cost containment target

Citizen's Committee Profile

- **Mission:** Represent the best interests of the entire community in a non-partisan manner, while acting as a bridge for communication between the County and local residents on matters pertaining to the County's pension costs and reform efforts.
- **Duration:** Ongoing
- **Membership:**
 - Seven members
 - Staggered 2-year terms; no term limits.
 - Mix of members with balanced perspectives
 - Open application process per Maddy Act

Citizen's Committee Scope

- “State of the Retirement System” Report Feedback
- Review relevant County and SCERA published reports: financials, valuations, executed labor agreements, etc.
- Present annual update to the Board covering:
 - Activities of the committee
 - Analysis of trends/takeaways from County and SCERA reports
 - Pension reform strategies being pursued elsewhere
 - Relevant articles, publications, and legislative developments
 - Recommendations to help the County improve reporting and the public's understanding of pensions

Citizen's Committee Budget

- Ongoing annual cost of \$11,000 – \$13,000 to reimburse the County Administrator's Office for staff support, including meeting coordination, minutes, presentations, and annual report assistance.
- Assume 6 – 9 meetings per year.
- Estimate \$6,000 1x cost to create a new County webpage (reimbursement to Information Systems)
- No member stipend, consistent with other advisory committees
- No travel authorized
- No consultant support

Key Accomplishments to Date

1. Implemented lower PEPPRA retirement tiers
2. Eliminated pension spiking
3. Extended employee supplemental contributions towards unfunded liabilities
4. Increased legacy employees' normal cost sharing (target 50/50 by 2018)
5. Advanced \$3.5 million towards unfunded liability
6. Established an Independent Citizen's Committee.

Questions & Discussion