

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

TUESDAY

MARCH 28, 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 PRESERVE AND OPEN SPACE DISTRICT

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

1. Property Maintenance, Repair, and Management Services Agreements
Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute nine services agreements for maintenance, repair and management work on District lands as follows: 1) an agreement with Bohan & Canelis General Engineering, Inc., in an amount not-to-exceed \$25,000; 2) an agreement with Campbell Grading, Inc. in an amount not-to-exceed \$50,000; 3) an agreement with Goebel Construction, Inc. in an amount not-to-exceed \$25,000; 4) an agreement with Hanford Applied Restoration & Conservation in an amount not-to-exceed \$50,000; 5) an agreement with Pacific Watershed Associates, Inc. in an amount not-to-exceed \$50,000; 6) an agreement with Prunuske Chatham, Inc. in an amount not-to-exceed \$100,000; 7) an agreement with Rob Evans in an amount not-to-exceed \$125,000; 8) an agreement with Sonoma County Regional Parks in an amount not-to-exceed \$150,000; and 9) an agreement with Sonoma Ecology Center in an amount not-to-exceed \$25,000. These contracts total \$600,000 and are effective from date of execution to three years from the date of execution.

HEALTH SERVICES

2. Active Transportation Program Agreement.
Authorize the Director of Health Services to execute an agreement with the Center for Climate Protection to implement education, encouragement, and evaluation activities related to the Sonoma County Safe Routes to School High School Pilot Program for the period of March 28, 2017 through June 30, 2019 for an amount not to exceed \$296,650; which is financed with Federal Active Transportation Program funds.

TRANSPORTATION AND PUBLIC WORKS

3. Highway 101 at Airport Boulevard Interchange Landscape Project.
(A) Approve the plans and specifications for the Highway 101 at Airport Boulevard Interchange Landscape project, G14001 for construction of landscape improvements to the Highway 101 scenic corridor.
(B) Award contract to lowest responsive/responsible bidder, Bortolussi & Watkin Inc., for an amount not to exceed \$510,522.22 plus 10% for construction contingency, and authorize the Chair to execute construction contract G14001.(Fourth District)

4. Airport Engineering Services Agreement.
Approve and authorize the Chair to execute Task Order #7 with Mead & Hunt, Incorporated for an amount not to exceed \$215,000 for professional on-call engineering services at the Sonoma County Airport. Approval of the task order will enable airport staff to complete Federal Aviation Administration mandated pavement preservation programs, upgrade Airport service roads, construct a new ticketing facility, and recoup FAA grant funds. (Fourth District)
5. Boyes Boulevard Road Bridge Replacement Project.
Approve resolution authorizing the Chair to execute a Right of Way Contract to purchase a utility easement for the Boyes Boulevard Road Bridge Replacement Project, with August V. Venezia Jr., and Donna L. Venezia, husband and wife, and Patricia Venezia, Trustee of the Patricia Venezia Trust dated November 21, 2013 (APN 056-391-022), for \$3,650, which includes \$0 for severance damages; Project C01147. (First District)

BOARD OF SUPERVISORS

6. Disbursement of Fiscal Year 16/17 First District Advertising Funds.
Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for FY 16/17: Sonoma Valley Chamber of Commerce, \$2,500; Kenwood Education Foundation, \$1,500; Council on Aging, \$1,000; 6th Street Playhouse, \$1,000; Sonoma Valley Volunteer Firefighters Association, \$5,000; Agricultural Community Events Farmers' Market, \$2,000; Valley of the Moon Music Festival, \$1,500; Sonoma Valley Vintners and Growers, \$4,000; Sonoma Valley Visitor's Bureau and Sonoma Raceway, \$3,000; Valley of the Moon Natural History Association and Jack London Park Partners, \$1,000; and Sonoma County Dance Theater / Dancers Group, \$500. (First District)
7. Disbursement of Fiscal Year 16/17 Second District Advertising Funds.
Approve Advertising Program grant Awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for FY 16/17: Children's Museum of Sonoma County, \$1,000; Cinnabar Arts Corporation on behalf of Cinnabar Arts Org, \$2,000; Cotati Chamber of Commerce, \$1,500; North Coast Ballet California, \$800; Sonoma County Bach Society, \$500; Sonoma County Farm Trails, \$2,500; and The Cotati Accordion Festival, Inc., \$2,000. (Second District)
8. Disbursement of Fiscal Year 16/17 Third District Advertising Funds.
Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 16/17: A Theater for Children for "McQuadle A Dragon's Tale," \$500; North Coast Ballet California for "A Midsummer Night's Dream," \$1,000; Santa Rosa Symphonic Chorus for 2016-2017 Concert Season, \$500; Council on Aging Services for Seniors for Sonoma Wine Country Games, \$1,000; and Council on Aging Services for Seniors for Derby Day, \$2,500. (Third District)

9. Disbursement of Fiscal Year 16/17 Fourth District Advertising Funds.
Approve Advertising Program grant awards and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 16/17: Alexander Valley Film Society, \$2,500; Cloverdale Arts Alliance, \$2,500; Kiwanis Club of Cloverdale, \$750; Museums of Sonoma County, \$300; Sonoma County Farm Trails, \$750; Suscol Intertribal Council on behalf of Oaxaca Tierra Del Sol, \$1,000; Town of Windsor, \$1,000; Windsor Parks and Rec Foundation, \$2,000. (Fourth District)
10. Disbursement of Fiscal Year 16/17 Fifth District Advertising Funds.
Approve Advertising Program grant awards and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 16/17: Farm Trails, \$4,333; Food For Thought, \$2,000; KOWS Community Radio, \$2,000; Suscol Intertribal Council on behalf of Oaxaca Tierra Del Sol, \$1,000; Sonoma County Pride, \$1,500; and West County Community Services, \$1,500. (Fifth District)

APPOINTMENTS/ REAPPOINTMENTS

11. Reappoint Lyndal-Marie Armstrong to the Sonoma County Mental Health Board effective 12/31/16 and expiring on 12/31/2018. (First District)

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

12. **1:30 P.M.** – The Sonoma County Board of Supervisors and The Board of Directors of the Sonoma County Water Agency:
Adopt a Concurrent Gold Resolution thanking the Friends of Lake Sonoma along with all the other festival sponsors for their efforts to host the 9th annual Lake Sonoma Steelhead Festival. (Fourth District)
13. **1:30 P.M.** – Adopt a Gold Resolution honoring the Central Santa Rosa Library Building in Celebrating its 50th Anniversary. (Third District)

III. REGULAR CALENDAR

BOARD OF SUPERVISORS

14. Sustainable Groundwater Management Act Implementation.
Receive a report on the progress of implementation of the Sustainable Groundwater Management Act, including staff recommendations for formation of Groundwater Sustainability Agencies.

**HUMAN RESOURCES/ COUNTY ADMINISTRATOR/ GENERAL
SERVICES/ TRANSPORTATION AND PUBLIC WORKS/ REGIONAL
PARKS/ INFORMATION SYSTEMS
AND
COUNTY COUNSEL**

15. ADA Title II Program and Transition Plan Update.
Receive a Status Report on the County's Americans with Disabilities Act Title II Program and Self-Evaluation Transition Plan to highlight the ongoing priority for accessibility of all County programs and services. (Informational Only)

BOARD OF SUPERVISORS

16. Approve a Fee Waiver for the Occidental Center for the Arts annual Fool's Day parade on April 1, 2017 in the amount of \$839. (Fifth District)

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

IV. CLOSED SESSION CALENDAR

18. None.

V. REGULAR AFTERNOON CALENDAR

19. **RECONVENE FROM CLOSED SESSION**

20. **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

21. **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 thirty minutes. Each person is usually granted time at the discretion of the Chair. Any additional public comments will be heard at the conclusion of the meeting. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda.)

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

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

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

23. **ADJOURNMENT**

NOTE: The next Board Meeting will be a Regular Meeting held on April 4, 2017 at 8:30 a.m.

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

April 4, 2017 - Oak Drive, Healdsburg Right-of-way Vacation, SUR15-0057 – Permit and Resource Management Department.

April 11, 2017 - Establish No Parking Restrictions on Agua Caliente Road – Ordinance – Transportation and Public Works.



County of Sonoma Agenda Item Summary Report

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

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

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

Board Agenda Date: March 28, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Leslie Lew, Associate Planner, 565-7367
Sheri Emerson, Stewardship Manager, 565-7358

Supervisory District(s):

Countywide

Title: Property Maintenance, Repair, and Management Services Agreements

Recommended Actions:

Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District (District) to execute nine services agreements for maintenance, repair and management work on District lands as follows: 1) an agreement with Bohan & Canelis General Engineering, Inc., in an amount not-to-exceed \$25,000; 2) an agreement with Campbell Grading, Inc. in an amount not-to-exceed \$50,000; 3) an agreement with Goebel Construction, Inc. in an amount not-to-exceed \$25,000; 4) an agreement with Hanford Applied Restoration & Conservation in an amount not-to-exceed \$50,000; 5) an agreement with Pacific Watershed Associates, Inc. in an amount not-to-exceed \$50,000; 6) an agreement with Prunuske Chatham, Inc. in an amount not-to-exceed \$100,000; 7) an agreement with Rob Evans in an amount not-to-exceed \$125,000; 8) an agreement with Sonoma County Regional Parks in an amount not-to-exceed \$150,000; and 9) an agreement with Sonoma Ecology Center in an amount not-to-exceed \$25,000. These contracts total \$600,000 and are effective from date of execution to three years from the date of execution.

Executive Summary:

The District owns and manages approximately 5,500 acres of land, and holds more than 100,000 acres of conservation easements. In accordance with the Board-approved Fee Lands Strategy, these properties and any attendant infrastructure require maintenance, management, and occasional repair to protect the conservation values for which the lands were protected.

The protection of these resources requires activities ranging from construction and maintenance of fencing, vegetation management, debris removal, road maintenance, fuel load suppression, erosion control, illegal *Cannabis* operation removal, invasive species management, and protection and enhancement of sensitive resources.

The District issued a Request for Proposal for this work on September 19, 2016. Based on the proposals received, the District plans to award nine contracts to various proposers to implement this work.

Discussion:

The District owns and manages approximately 5,500 acres of land, and holds more than 100,000 acres of conservation easements. On November 20, 2012, the Board approved the District's Fee Land Strategy. This guidance document directs staff to manage District lands in a manner that protects the District's investment, public safety, and the conservation values of the properties, and further directs staff to transfer identified recreational lands to appropriate entities such as Regional Parks, the City of Sonoma, and the City of Healdsburg. District-owned properties all require some level of management and maintenance, which is accomplished through organized volunteer workdays and contracts for land management and maintenance services. The contracts that are recommended for approval are similar in nature and scope to previous contracts with numerous different entities, including Regional Parks, for similar services on District-owned lands.

The District intends to plan for and manage these properties through the use of service providers capable of preparing resources studies, obtaining permits, and implementing the most essential land management tasks for each property.

The cyclical and unpredictable nature of the work, as well as the Board direction to transfer most District-owned properties (fee lands) to recreational entities in the coming years, suggests a need for contractors rather than staff to accomplish these tasks. In order to be most efficient, the District proposes nine as-needed service agreements (on file with the Clerk of the Board) for a total amount not to exceed \$600,000 with:

- 1) Bohan & Canelis General Engineering, Inc. in an amount not-to-exceed \$25,000
- 2) Campbell Grading, Inc. in an amount not-to-exceed \$50,000
- 3) Goebel Construction, Inc. in an amount not-to-exceed \$25,000
- 4) Hanford Applied Restoration & Conservation in an amount not-to-exceed \$50,000
- 5) Pacific Watershed Associates, Inc. in an amount not-to-exceed \$50,000
- 6) Prunuske Chatham, Inc. in an amount not-to-exceed \$100,000
- 7) Rob Evans in an amount not-to-exceed \$125,000
- 8) Sonoma County Regional Parks in an amount not-to-exceed \$150,000
- 9) Sonoma Ecology Center in an amount not-to-exceed \$25,000

All of these agreements are effective from the date of execution to three years from the date of execution. These contracts total \$600,000 for various services as described in Attachment 1 (List of Contractors and Awards). The contractors are responsible for obtaining any applicable and required permits, such as Streambed Alteration permits, and may be responsible for environmental evaluation services such as vegetation, and habitat, and fuel load assessment, cultural resources studies, and threatened and rare species surveys. Certain contractors may also provide environmental impact assessment services (California Environmental Quality Act (CEQA) analysis and documentation) for projects as may be required as part of the capital improvement project, management plan implementation, or habitat restoration work that may be implemented pursuant to these agreements on District properties.

The services described above are not specific to any one project or property but would potentially apply to any District-protected fee property.

Once a project or technical need has been identified, District staff will invite quotes for services from the vendors under contract for that work scope so as to ensure that the District receives a competitive price for the services to be performed. If needed, staff will initiate a pre-quote meeting to describe the District's needs to the vendor(s) who may be engaged for the work. Once specific details of a project are determined, including the schedule and cost, District staff will prepare a Task Order to authorize the work. See Attachment 2 (Sample Task Order). The Task Order must be signed by District staff and the contractor prior to the start of work.

Some of this work (repair and capital improvements) would be subject to competitive bidding under the Uniform Public Construction Cost Accounting Act (the Act) if the cost of the work were to exceed \$45,000. To comply with the Act, the District will not award task orders under these contracts for projects exceeding \$37,500 so that the task and costs to administer the task do not exceed \$45,000.

The District does not guarantee any minimum amount of work to be completed under the as-needed agreements.

Competitive Selection Process

The District conducted a Request for Proposal (RFP) process to identify and screen qualified contractors for the work described above. The work was divided into fourteen broad categories of tasks, see Attachment 3 (Scope of Work). The RFP was sent to over fifty firms and advertised on the District website. Nine candidates submitted proposals for this RFP. Using a set of selection criteria, an internal committee reviewed all of the proposals, scored each according to the pre-established criteria, and then selected the top ranked candidates capable of satisfying the services needed by the District. The review committee opted to award a portion of the funding to each of the proposers for a variety of different tasks. The candidates submitted responsive proposals that clearly addressed the needs of the District and thoughtfully responded to the elements described in the RFP.

Local Preference, Local Experience

All of the selected firms are located in Sonoma County, and most have significant experience working in our unique ecological landscapes.

Prior Board Actions:

November 20, 2012: The Board of Directors approved the District's Fee Lands Strategy. (Board Action #33)

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Contracting with consultant firms to complete land maintenance and management tasks will assist the District in implementation of its Fee Lands Strategy.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	150,000	300,000	150,000
Additional Appropriation Requested			
Total Expenditures	150,000	300,000	150,000
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	150,000	300,000	150,000
Use of Fund Balance			
Contingencies			
Total Sources	150,000	300,000	150,000
Narrative Explanation of Fiscal Impacts:			
<p>This work was considered when the FY 16-17 budget was adopted and there are adequate appropriations for these contracts, and will continue to be appropriated for future budget years. Annual land management and maintenance costs are expected to be reduced over time, as ownership of additional properties are transferred to other entities for long term operation and maintenance.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
No additional appropriations are needed.			
Attachments:			
<ol style="list-style-type: none"> 1. List of Contractors and Awards 2. Sample Task Order 3. Scope of Work 			
Related Items "On File" with the Clerk of the Board:			
<ol style="list-style-type: none"> 1. Agreement between the District and Bohan & Canelis General Engineering, Inc. 2. Agreement between the District and Campbell Grading, Inc. 3. Agreement between the District and Goebel Construction, Inc. 			

4. Agreement between the District and Hanford Applied Restoration & Conservation.
5. Agreement between the District and Pacific Watershed Associates, Inc.
6. Agreement between the District and Prunuske Chatham, Inc.
7. Agreement between the District and Rob Evans
8. Agreement between the District and Sonoma County Regional Parks
9. Agreement between the District and Sonoma Ecology Center

List of Contractors and Awards

Contractor	Legal entity	FY 16-17	FY 17-18	FY 18-19	Total award	Scope of Work
		Award FY 16-17	Award FY 17-18	Award FY 18-19		
Bohan & Canelis General Engineering, Inc.	Corporation	\$ 10,000.00	\$ 15,000.00	\$ -	\$ 25,000.00	Agricultural Water Source Repair and Maintenance Erosion Control/Road Maintenance and Repair Mowing
Campbell Grading, Inc.	Corporation	\$ 10,000.00	\$ 30,000.00	\$ 10,000.00	\$ 50,000.00	Erosion Control/Road Maintenance and Repair
Goebel Construction, Inc.	Corporation	\$ 5,000.00	\$ 20,000.00	\$ -	\$ 25,000.00	Agricultural Water Source Repair and Maintenance Debris Removal, Hauling and Disposal Demolition Erosion Control/Road Maintenance and Repair Fence Construction and Repair Fire Abatement and Fuel Load Reduction Hazardous Materials/Conditions Remediation Mowing Sign Frame Manufacture Sign Installation Structural Construction and Repairs
Hanford Applied Restoration & Conservation	Corporation	\$ 5,000.00	\$ 35,000.00	\$ 10,000.00	\$ 50,000.00	Agricultural Water Source Repair and Maintenance Debris Removal, Hauling and Disposal Demolition Erosion Control/Road Maintenance and Repair Fence Construction and Repair Fire Abatement and Fuel Load Reduction Habitat Restoration and Mitigation Measures Hazardous Materials/Conditions Remediation Invasive Plant and Animal Species Removal Mowing Sign Frame Manufacture Sign Installation Structural Construction and Repairs Tree Trimming and Removal
Pacific Watershed Associates, Inc.	Corporation	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 50,000.00	Erosion Control/Road Maintenance and Repair Habitat Restoration and Mitigation Measures
Prunuske Chatham, Inc.	Corporation	\$ 40,000.00	\$ 60,000.00		\$ 100,000.00	Erosion Control/Road Maintenance and Repair Habitat Restoration and Mitigation Measures Invasive Plant and Animal Species Removal Mowing
Rob Evans DBA Rob Evans Associates	Individual	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00	\$ 125,000.00	Debris Removal, Hauling and Disposal Erosion Control/Road Maintenance and Repair Habitat Restoration and Mitigation Measures Invasive Plant and Animal Species Removal
Sonoma County Regional Parks	County	\$ 30,000.00	\$ 60,000.00	\$ 60,000.00	\$ 150,000.00	Agricultural Water Source Repair and Maintenance Debris Removal, Hauling and Disposal Demolition Erosion Control/Road Maintenance and Repair Fence Construction and Repair Fire Abatement and Fuel Load Reduction Habitat Restoration and Mitigation Measures Invasive Plant and Animal Species Removal Mowing Sign Installation Tree Trimming and Removal
Sonoma Ecology Center	Nonprofit	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	Habitat Restoration and Mitigation Measures Invasive Plant and Animal Species Removal Sign Installation
		\$ 150,000.00	\$ 300,000.00	\$ 150,000.00	\$ 600,000.00	



SONOMA COUNTY
 AGRICULTURAL PRESERVATION
 AND OPEN SPACE DISTRICT

AGREEMENT:

TASK ORDER:

AMOUNT:

EXHIBIT B: Task Order

Contractor, _____ ("Contractor"), shall perform the services described or referenced below, within the times or by the dates provided for herein. This Task Order shall be incorporated into and subject to the terms and conditions of that certain As-Needed Services Agreement dated as of _____, 20__ by and between the Sonoma County Agricultural Preservation and Open Space District and Contractor.

PROJECT NAME:

DISTRICT LEAD:

CONTRACTOR INFORMATION:

Company name:

Phone number:

Address:

Email address:

Name key personnel:

Name authorized subcontractors:

DELIVERABLES & SCOPE OF WORK: SCOPE OF WORK MUST BE ATTACHED TO THIS FORM

ACCOUNT CODES:

CONTRACTOR:

By:

Contractor

Print name

Date

DISTRICT:

Reviewed by:

District Lead

Reviewed by:

Program Manager

Scope of Work

1. The tasks listed below will be implemented using best management practices to protect natural resources and their ecological functions. Contractor shall also provide biological services, environmental impact assessment, and permitting services necessary for project implementation.

Biological services include, but are not limited to, vegetation and habitat assessment, wildlife surveys, rangeland assessments, threatened and rare species surveys, management recommendations or proposed best management practices to protect natural resources.

Environmental impact assessment services include, but are not limited to, preparing California Environmental Quality Act (CEQA) analysis and documents, National Environmental Policy Act (NEPA) analysis, wetlands delineation, cultural assessments and Phase I and Phase II environmental assessments.

2. As required by the California Uniform Construction Cost Accounting Act, Task Orders for scopes of work marked with an asterisk (*) shall not exceed \$37,500.

Task:	Agricultural Water Source Repair* and Maintenance
	Contractor shall maintain or repair agricultural water supply infrastructure on District properties. This may include repair of existing wells, spring developments, watering ponds and troughs, and the infrastructure needed to convey water from source to distribution system, and irrigation systems.
Task:	Debris Removal, Hauling and Disposal
	Contractor shall provide debris removal, hauling, and disposal of debris from District properties, including construction materials, dirt spoils, invasive weeds or other vegetation (if specified by the District), homeless encampment debris, and infrastructure for Cannabis growing operations. Cannabis infrastructure could include irrigation tubing, seedling trays, and other agricultural equipment, camping supplies, food items, and fertilizers. Pesticides removal would not be included in this task. Contractor shall report discovery of any suspected hazardous materials to District staff within 24 hours and shall not move or otherwise disturb such materials. Debris should be reused and recycled where possible.

Task:	Demolition*
	Contractor shall provide demolition services for the District, including demolition of small structures, fences, wells, and other small-scale infrastructure.
Task:	Erosion Control/Road Maintenance and Repair*
	<p>Contractor shall address erosion control issues on District properties. This may include, but not be limited to, road and trail restoration or decommissioning, site protection following a burn, decommissioning of roads identified as sediment sources, or reparation of culvert or drainage structures compromised during a rain event.</p> <p>Best management practices are required, including, but not limited to, installation of straw wattles, jute netting, weed-free straw, silt fencing.</p> <p>Grading, installing rolling dips, excavating and importing rock to support failed drainage structures, stream crossings or other backcountry erosion prevention features may be required.</p>
Task:	Fence Construction and Repair*
	Contractor shall repair or construct fencing in accordance with District-approved specifications. These specifications would either be developed by the Contractor or supplied by the District.
Task:	Fire Abatement and Fuel Load Reduction
	<p>Contractor shall evaluate fuel load and fire conditions on a given property, determine the appropriate types of prescriptions recommended to reduce fire risk, and implement those prescriptions. Tasks may include (but would not be limited to):</p> <ol style="list-style-type: none"> 1) Assessing emergency access to property and estimating the vegetation removal and clearance necessary to allow emergency vehicle access to all areas of a given property; 2) Developing and implementing fuel load reduction plan in accordance with prescriptions and best management practices and defensible space criteria; 3) Developing and implementing fire management strategies, such as shaded fuel breaks; 4) Coordinating with local and state fire response agencies to confirm availability to respond to any emergency on District property during the vegetation removal and fire buffer establishment phase; 5) Notifying all emergency responders of most appropriate access routes in case of any emergency on District property.

Task:	Habitat Restoration and Mitigation Measures
	<p>Contractor shall implement habitat restoration and/or mitigation measures on District properties. This activity may include seed collection, plant propagation, site plan design, site preparation, planting, installation of plant protection, installation of appropriate watering system, and post-project monitoring.</p> <p>Once plants are established, contractor may be required to conduct maintenance activities to ensure seedling survival including weeding and watering or irrigation, and providing predation protection, if identified in the Task Order.</p> <p>All project work should be photo-documented and a baseline inventory of plants or enhancement area should be documented. The Contractor may be asked to submit a plan describing the restoration activities prior to implementation.</p>
Task:	Hazardous Materials/Conditions Remediation*
	<p>Contractor shall identify and remediate hazardous materials found on District properties. This task includes, but may not be limited to, identification and removal of soil contaminants, pesticides, residential debris piles, and materials discovered at abandoned cannabis grow sites and homeless encampments.</p>
Task:	Invasive Plant and Animal Species Removal
	<p>Contractor shall evaluate the impact of invasive plant or animal species and the level of threat a species might represent to local, native vegetation. Prescribe treatment for controlling invasive species. Options include the range of integrated pest management strategies, from mechanical removal to herbicides to selective grazing.</p> <p>Contractor shall define and justify the most appropriate treatment for a given species on a given District property. Cost estimates and expected targets to determine the level of success should be clearly documented and presented to the project manager for review. Contractor must establish baseline data prior to application and post-treatment monitoring should be completed to determine the level of success. Contractor must photo-document the site pre-and post- treatment to measure the level of success of each treated area.</p>

Task:	Mowing Contractor shall mow annual grasses and other herbaceous vegetation in locations specified by District staff using tractor-pulled mower, string trimmer or similar equipment.
Task:	Sign Frame Manufacture Contractor shall construct steel sign frames in accordance with District sign frame standards.
Task:	Sign Installation* Contractor shall install signs on District property per District sign frame standards. Signs typically range in size from 11" x 13" to 65" x 45" and are typically encased in a steel frame constructed of 5" x 5" tubular steel. Signs are installed 30" deep with rebar and concrete footings. Contractor will pick up and store, if necessary, sign frames and sign panels until installation.
Task:	Structural Construction And Repairs* Contractor shall provide building repairs including roof, electrical, plumbing, window and door replacement, painting, siding installation, and other structural repairs. Tasks under this category could also include raising, levelling, and stabilizing buildings, locksmith services, and construction of small buildings.
Task:	Tree Trimming And Removal Contractor shall trim or remove trees that the District identifies along with other arboricultural services if needed. Tree trimmings shall either be cut into smaller pieces and distributed on site or removed from the site disposed as described in the Task Order.



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 of Sonoma County

Board Agenda Date: March 28, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Brian Vaughn, 565-6680

Supervisorial District(s):

Title: Active Transportation Program Agreement

Recommended Actions:

Authorize the Director of Health Services to execute an agreement with the Center for Climate Protection to implement education, encouragement, and evaluation activities related to the Sonoma County Safe Routes to School High School Pilot Program for the period of March 28, 2017 through June 30, 2019 for an amount not to exceed \$296,650, which is financed with Federal Active Transportation Program funds.

Executive Summary:

This item seeks authorization to execute an agreement with Center for Climate Protection to implement education, encouragement, and evaluation activities at 12 high schools, located in Cloverdale, Geyserville, Healdsburg, Santa Rosa, Forestville, and Windsor, as part of the Sonoma County Safe Routes to School High School Pilot Program. The goals of the program are as follows: 1) to enable and encourage teens to walk, bicycle, carpool or take public transportation to and from school; 2) to make bicycling and walking to school safer and more appealing transportation alternatives, thereby encouraging a healthy and active lifestyle; and 3) to facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools.

Discussion:

In the United States, the rate of childhood obesity has more than quadrupled in adolescents over the past 30 years. In Sonoma County, recent data shows that 36 percent of Sonoma County ninth grade students are currently overweight, with rates among socioeconomically disadvantaged students and Latinos being higher (approximately 46 percent). To a large extent, obesity trends are due to behaviors associated with poor diet and physical inactivity. In Sonoma County, only 67 percent of teens report engaging in regular physical activity and 33 percent of ninth graders do not meet standards for aerobic capacity, a measurement of personal fitness. Although the reasons for physical inactivity vary, the reduction in the number of youth walking and biking to school over the past 40 years and reduction in physical education minutes in California schools over the past few years may be contributing factors.

Given that teens spend up to seven hours each day at school, working with high schools to create norm change around physical activity through programs such as Safe Routes to School may help reduce overweightness and the associated health risks, such as cardiovascular disease. Additionally, such efforts can also help to reduce greenhouse gas emissions, which is a primary goal outlined in the Sonoma County's Comprehensive Transportation Plan.

The identification and prioritization of a high school Safe Routes to School program came about through the collaborative efforts between the Department of Health Services and a coalition of government and non-government stakeholders. Since 2009, the Department has been working with the coalition to implement sustainable Safe Routes to School programs in elementary, middle, and high schools. Funding for the program has been received through multiple federal, state, local, and philanthropic grants. The grants have been coordinated by Department staff, with community-based organizations such as Center for Climate Protection implementing the education, encouragement, and evaluation efforts.

Development of a countywide Safe Routes to School program was driven, in part, by the Sonoma County Board of Supervisors' adopting the Health Action Plan. Among the goals of the Health Action Plan are encouraging residents to be physically active through the strengthening of school policies and programs and improving community design to support physical activity. Up until 2014, most Safe Routes to School programming focused on elementary and middle schools. The Metropolitan Transportation Commission's 2016 Regional Safe Routes to School Evaluation Report noted that between 2011 and 2014, 30 percent more students reported walking to school due to the Safe Routes to School program and there were 17 percent fewer trips by family vehicle among students living within a quarter-mile of school. These changes resulted in an estimated six percent reduction in greenhouse gas emissions and 2,702 hours of increased physical activity. The coalition sought to build on this work by creating a continuum of Safe Routes to School education through high school to increase the likelihood that students receive Safe Routes to School messages throughout their academic career in order to promote social norm change.

In September 2014, the Sonoma County Transportation and Public Works Department and the Department of Health Services submitted an application to the Metropolitan Transportation Commission for \$872,000 in funding from the Federal Active Transportation Program to implement the Sonoma County Safe Routes to School High School Pilot Program. All Sonoma County public high schools were invited to submit a letter of support, expressing their desire to participate in the program. Twelve high schools responded and were included in the grant application. In July 2016, the County received authorization from Caltrans to implement the program through September 2019. The program will be implemented at 12 Sonoma County high schools, located in Cloverdale, Geyserville, Healdsburg, Santa Rosa, Forestville, and Windsor. The program will provide teens with leadership skills gained through youth leadership development training and mentoring, which the students will use to develop school Safe Routes to School plans and implement and evaluate Safe Routes to School education and encouragement activities on campus.

Due to an existing funding agreement with Caltrans, the Sonoma County Transportation and Public Works Department will provide grant administrative functions as required by Caltrans and guide the Department of Health Services on Caltrans guidelines and procedures. The Department of Health Services will hold primary responsibility for implementation and fiscal oversight of the grant. A memorandum of understanding is currently in place outlining the responsibilities between Sonoma County Transportation and Public Works Department and the Department of Health Services.

Center for Climate Protection

In July 2016, the Department of Health Services released a request for proposals to identify an organization or individual to act as the safe routes to school contractor for high schools. One proposal was received. A three-person review committee with knowledge and experience in Safe Routes to School programming evaluated the proposal. The review committee was comprised of a Health Program Manager and a Health Information Specialist from the Department of Health Services and a Transportation Planner from the Sonoma County Transportation Authority. Based on qualifications and experience with similar projects, approach to project implementation, and conformance to submittal guidelines, the committee recommended awarding a contract to Center for Climate Protection. Since only one proposal was received, the County was required by Caltrans to submit a public interest finding, requesting approval to finalize negotiations and award the contract to Center for Climate Protection. Caltrans approved the public interest finding in January 2017.

Center for Climate Protection will facilitate education, encouragement, enforcement, and evaluation activities at 12 high schools where the Sonoma County Safe Routes to School High School Pilot Program is to be implemented. These efforts include providing youth leadership development training to student leaders; supporting student leaders to develop and implement school Safe Routes to School plans in order to promote walking, bicycling, carpooling and student use of public transportation; facilitating community active transportation workshops in order to improve infrastructure and traffic safety around schools; and engaging law enforcement in order to improve traffic safety around schools.

As with the Safe Routes to School program as a whole, the results of the Safe Routes to School High School Pilot Program will be measured to assess the following: 1) changes in the number of students walking, bicycling, carpooling and taking public transportation to and from school; 2) changes in driver and pedestrian behaviors during the pick-up and drop-off times to assess traffic safety; 3) the number and types of infrastructure improvements to assess changes in the built environment around schools; and 4) changes in greenhouse gas emissions.

Prior Board Actions:

On September 9, 2014 the Board adopted a resolution of local support authorizing the Director of Transportation and Public Works to submit an application to the Metropolitan Transportation Commission for \$872,000 in funding from the Federal Active Transportation Program to implement the Sonoma County Safe Routes to School High School Pilot Program.

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

The work to be performed under these agreements supports a safe, healthy, and caring community by promoting sustainable safe routes to school institutional policy, systems, and environmental changes to promote health and by empowering and enabling teens to increase physical activity and reduce greenhouse gas emissions.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$32,962	\$131,844	\$131,844
Additional Appropriation Requested			
Total Expenditures	\$32,962	\$131,844	\$131,844
Funding Sources			
General Fund/WA GF			
State/Federal	\$32,962	\$131,844	\$131,844
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$32,962	\$131,844	\$131,844
Narrative Explanation of Fiscal Impacts:			
Federal Active Transportation Program Grant funding of \$32,962 is included in the FY 16-17 budget. Federal Active Transportation Program Grant funding of \$131,844 for each of FY 17-18 and FY 18-19 will be included in the appropriate year budgets.			
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 with Center for Climate Protection			
Related Items "On File" with the Clerk of the Board:			
None			

COUNTY OF SONOMA
AGREEMENT FOR SERVICES
(Revision G – Non-BH – 2016 Nov 30)

This agreement ("Agreement"), dated as of _____, 20_____, ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and the Center for Climate Protection (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is a duly qualified community-based organization, experienced in the education, encouragement, and evaluation of environmentally related activities for high schools and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to use the services of Contractor to educate, encourage, and evaluate activities for high schools participating in the High School Safe Routes to School Pilot Program.

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

AGREEMENT

1. Scope of Services

1.1. Contractor's Specified Services

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

1.2. Cooperation With County

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

1.3. Performance Standard

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

charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4 (Termination); or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel

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

1.5. Contract Exhibits

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

- Exhibit A. Scope of Work
- Exhibit B. Budget and Budget Justification
- Exhibit C. Insurance Requirements
- Exhibit D. Subcontractor Payment Declaration Form
- Exhibit E. Consultant Proposal DBE Commitment Form (10-O1)
- Exhibit F. Consultant Proposal DBE Commitment Form (10-O2)
- Exhibit G. Disadvantaged Business Enterprises

1.6. Additional Compliance with State Guidelines

As per Caltrans requirements, the Contractor and Sub-contractors shall be responsible for reading the following documents and any revisions thereto, which act as references and guidelines for the Active Transportation Program (ATP)-funded work:

- Active Transportation Program – Non-Infrastructure Program Guidance
www.dot.ca.gov/hq/LocalPrograms/atp/documents/2015/ATP-Non-Infrastructure-Guidance-2015-06-11.pdf
- Caltrans Local Assistance Program Manual
www.caltrans.ca.gov/hq/LocalPrograms/lam/lapm.htm
- Caltrans Local Assistance Program Guidelines
www.caltrans.ca.gov/hq/LocalPrograms/lam/lapg.htm

1.7. The Contractor agrees to communicate only with the County's Single Point of Contact listed in Article 12 of the Agreement for any and all issues, concerns, or questions pertaining to this Agreement

2. Payment

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

2.1. Payment for Services

Contractor shall be paid on a time-and-material/expense basis in accordance with the budget set forth in Exhibit B (Budget and Budget Justification), attached hereto and incorporated herein by this reference (hereinafter "Exhibit B"). Any remaining balance at the end of a fiscal year of this Agreement shall automatically be carried forward to the subsequent fiscal year of this Agreement, but not beyond the termination date of this Agreement. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of County department receiving the services. The bills shall show or include: (i) the task(s) performed, (ii) documents showing completion of the task(s) performed (as required by County), (iii) copies of receipts for reimbursable materials/expenses, if any; and (iv) copies of Sub-contractor invoices and Exhibit D (Subcontractor Payment Declaration Form), attached hereto and incorporated herein by this reference (hereinafter "Exhibit D"). Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$296,650 under the terms and conditions of this Agreement.

2.3. California Franchise Tax Withhold

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

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

2.4. Overpayment

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

2.5. Disallowance of Payment

In the event that Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County, State of California, or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or at its option, County may offset the amount disallowed from any payment due or that becomes due to Contractor under this Agreement or any other agreement.

2.6. Budget Line Amendments

County Department of Health Services Director is authorized to approve and execute a "Budget Revision Form", which revises program funds in the line items set forth in the Program Budget Summary, so long as changes do not result in an increase in County's maximum payment obligation as set forth in Article 1.6 (Payment) of this Agreement.

2.7. Federal Funding

This Section 2.7 is applicable if all or part of this Agreement will be paid with federal awards.

2.7.1. Required Information

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

- a. CFDA Number: 20.205
- b. CFDA Title: Highway Planning and Construction
- c. Federal Agency: Department of Transportation Federal Highway Administration (FHWA)
- d. Award Name: Safe Routes To School - Active Transportation Program
- e. Federal Award(s) Amount: \$296,650

2.7.2. Title 2 Code of Federal Regulations Part 200

As a subrecipient of federal awards, Contractor is subject to the provisions of Title 2 Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (hereinafter "2 CFR Part 200"). In signing this Agreement, Contractor acknowledges that it understands and will comply with the provisions of 2 CFR Part 200. One provision of 2 CFR Part 200 requires a subrecipient that expends \$750,000 in federal awards during its fiscal year to have an audit performed in accordance with 2 CFR Part 200. If such an audit is required, Contractor agrees to provide County with a copy of the audit report within 9 months of Contractor's fiscal year-end. Questions regarding 2 CFR Part 200 can

be directed to County's Auditor-Controller-Treasurer-Tax Collector's Office – General Accounting Division.

2.7.3. Audits

Contractor agrees that all expenditures of state and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, state agencies, and/or federal agencies. Contractor warrants that it shall comply with the audit requirements as set forth in 2 CFR Part 200. County agrees to provide 14-days notice of intent of County to audit Contractor. Contractors subject to the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 shall annually submit an independent audit conforming to 2 CFR Part 200, which applies to non-profit organizations.

2.7.4. Copy of Audit

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

2.7.5. Retention of Audit Report

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

2.7.6. Repayment

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

3. Term of Agreement

The term of this Agreement shall be from Effective Date to June 30, 2019 unless terminated earlier in accordance with the provisions of Article 4 (Termination).

4. Termination

4.1. Termination Without Cause

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

4.2. Termination for Cause

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

4.3. Delivery of Work Product and Final Payment Upon Termination

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement, and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4. Payment Upon Termination

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

4.5. Authority to Terminate

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

4.6. Obligations After Termination

The following shall remain in full force and effect after termination of this Agreement: (1) Section 2.7 (Federal Funding), (2) Article 5 (Indemnification), (3) Section 9.5 (Records Maintenance), (4) Section 9.5.1 (Right to Audit, Inspect, and Copy Records), (5) Section 9.15 (Confidentiality), and (6) Section 13.5 (Applicable Law and Forum).

4.7. Change in Funding

Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state and/or federal agency and/or other funder(s) reduces, withholds, or terminates funding which County anticipated using to pay Contractor for services provided under this Agreement, or (2) County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees'

performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Article apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance

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

7. Prosecution of Work

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

8. Extra or Changed Work

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

9. Representations of Contractor

9.1. Standard of Care

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal,

state, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2. Status of Contractor

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

9.3. No Suspension or Debarment

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

9.4. Taxes

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

9.5. Records Maintenance

Contractor shall keep and maintain full and complete documentation and accounting records concerning all services provided under this Agreement. Records shall include all medical records, accounting records, and administrative records related to services provided hereunder. Contractor agrees to preserve and maintain such records for a period of at least 7 years following the close of County and state fiscal year in which the services were provided. If an audit has been started, records must be retained until completion and final resolution of any and all issues that might arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.

9.5.1. Right to Audit, Inspect, and Copy Records

Contractor agrees to permit County and any authorized state or federal agency to audit, inspect, and copy all records, notes, and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the

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

9.6. Conflict of Interest

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

9.7. Statutory Compliance/Living Wage Ordinance

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

9.8. Nondiscrimination

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

9.9. AIDS Discrimination

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

9.10. Assignment of Rights

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

9.11. Ownership and Disclosure of Work Product

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

9.12. Authority

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

9.13. Sanctioned Employee

Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on any list published by the Federal Office of Inspector General regarding the sanctioning, suspension, or exclusion of individuals or entities from the federal Medicare and Medicaid programs. Contractor agrees to monthly review said state and federal lists to confirm the status of current employees, subcontractors, and contractors. In the event Contractor does employ such individual(s) or entity(ies), Contractor agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on County by the Medicare or Medicaid programs.

9.14. Compliance with County Policies and Procedures

Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder, including, but not limited to, County's policies and procedures, manuals, programs, and processes related to selection, retention, credentialing and recredentialing providers, utilization management, quality management, compliance, grievances, appeals, and expedited appeals, advanced directives, and administrative manual.

9.15. Confidentiality

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

9.16. Contractor Notification of Breach or Improper Disclosures

County receives funding for the High School Safe Routes to School Pilot Program from Caltrans pursuant to the Active Transportation Program (hereinafter "State Contract"). The State Contract contains certain requirements pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI"), and requires that County contractually obligate any of its subcontractors to also comply with these requirements.

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

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

9.17. Lobbying

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

9.18. Subcontractors

Contractor agrees that any employees or agents of Contractor that assist Contractor in the provision of services shall also satisfy the requirements of this Agreement. In this regard, Contractor understands and agrees that all obligations and prohibitions imposed on Contractor pursuant to this Agreement are equally applicable to each and every individual providing services through Contractor under this Agreement, and Contractor shall assure that such individuals agree to comply with such obligations and prohibitions.

9.19. Licensure and Staffing

Contractor warrants that it and all its employees and sub-contractors providing or supervising services under this Agreement have all necessary licenses, permits, and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules, and regulations. Contractor agrees to maintain said licenses, permits, and certificates in good standing for the duration of this Agreement. A copy of each such licenses, permits, and certificates shall be made available upon request, not to exceed three (3) business days after the

initial request, for inspection, review, and/or audit by authorized representatives and designees of County, state, and/or federal governments during the term of this Agreement and for the applicable records retention period. Failure to maintain said licenses, permits, and/or certificates in effect for the duration of this Agreement shall be deemed a material breach of this Agreement and constitutes grounds for immediate termination of this Agreement by County. Staff shall only function within the scope of practice as dictated by licensing boards/bodies. At all times during the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County a list of all persons by name, title, professional degree, and experience who are providing any services under this Agreement.

9.20. Charitable Choice/Faith-Based Organizations

Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (i) the funds are made available on an equal basis for programs or services affiliated with non-religious organizations; (ii) the program funded does not have the substantial effect of supporting religious activities; (iii) the funding is indirect, remote, or incidental to the religious purpose of the organization.

9.20.1. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization that (i) has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (ii) will use the funds for a religious purpose; (iii) will use the funds for a program or service that subjects its participants to religious education.

9.20.2. Contractor agrees and acknowledges that all recipients of funding from County must (i) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, Section 8 and Article XVI, Section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (ii) segregate such funding from all funding used for religious purposes.

10. Demand for Assurance

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

11. Assignment and Delegation

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

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

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

To County:

Brittany Lobo
Health Information Specialist II
Health, Policy, Planning and Evaluation Division
Department of Health Services
County of Sonoma
490 Mendocino Avenue, Suite 101
Santa Rosa CA 95401
707.565.5383
brittany.lobo@sonoma-county.org

To Contractor:

Amy Jolly
Youth Leadership Development Manager
Center for Climate Protection
P.O. Box 3785
Santa Rosa CA 95402
707-525-1665
amy@climateprotection.org

When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by facsimile or email, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the original copy of the notice, bill, or payment is promptly deposited in the U.S. Mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date); (2) the sender has a written confirmation of the facsimile transmission or email; and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 12.

13. Miscellaneous Provisions

13.1. No Waiver of Breach

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

13.2. Construction

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

13.3. Consent

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

13.4. No Third-Party Beneficiaries

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

13.5. Applicable Law and Forum

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

13.6. Captions

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

13.7. Merger

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms

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

13.9. Time of Essence

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

13.10. Counterparts and Electronic Copies

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

14. Federal Requirements

14.1. Contract Assurance

The Contractor, sub recipient or Sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted agreements. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanction; (3) Liquidated damages; and/or (4) Disqualifying the Contractor from future bidding as non-responsible.

14.2. Prompt Progress Payments to Sub-contractors

Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime contractor or Sub-contractor to pay any Sub-contractor not later than ten (10) days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, federal regulations (Title 49 Code of Federal Regulations Part 26.29) require a prime contractor or Sub-contractor to pay a Sub-contractor no later than thirty (30) days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of County. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. The requirements apply to both Disadvantaged Business Entities ("DBE") and non-DBE Sub-contractors. Contractor shall include the foregoing progress payment requirements in every subcontract entered into by Contractor in the performance of its obligations under this Agreement

14.3. Prompt Payment of Withheld Funds to Sub-contractor

No retainage will be held by the County from progress payments due the prime Contractor. Any retainage held by the prime Contractor or Sub-contractors from progress payments due Sub-contractors shall be promptly paid in full to Sub-contractors within 30 days after the Sub-contractor's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime Contractor or Sub-contractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Contractor or Sub-contractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient Sub-contractor performance, or noncompliance by a Sub-contractor. This provision applies to both DBE and non-DBE prime Contractor and Sub-contractors.

14.4. Disadvantaged Business Enterprise (DBE) Participation

14.4.1 This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Contractors who obtain DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal. Exhibit G (Disadvantaged Business Enterprises) is attached hereto and incorporated herein by this reference (hereinafter "Exhibit G").

14.4.2 The goal for DBE participation for this Agreement is 0%. Participation by DBE Contractor or Sub-contractors shall be in accordance with information contained in Exhibit E (Contractor Proposal DBE Commitment (10-O1)) or in Exhibit F (Contractor Contract DBE Information (10-O2)) attached hereto and incorporated as part of the Agreement (hereinafter "Exhibit E" and "Exhibit F", respectively). If a DBE Sub-contractor is unable to perform, Contractor must make a good faith effort to replace him/her with another DBE Sub-contractor, if the goal is not otherwise met.

14.4.3 DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. Contractor or Sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate.

14.4.4 Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

14.4.5 A DBE firm may be terminated only with prior written approval from County and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting County consent for the termination, Contractor must meet the procedural requirements specified in 49 CFR 26.53(f).

14.4.6 A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

14.4.7 A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

14.4.8 If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a

greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

14.4.9 Contractor shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

14.4.10 Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Sub-contractors" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by Contractor or Contractor's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Contractor when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Sub-contractors" is submitted to the Contract Administrator.

14.4.11 If a DBE Sub-contractor is decertified during the life of the Agreement, the decertified Sub-contractor shall notify Contractor in writing with the date of decertification. If a Sub-contractor becomes a certified DBE during the life of the Agreement, the Sub-contractor shall notify Contractor in writing with the date of certification. Any changes should be reported to County's Contract Administrator within 30 days.

14.5. Prevailing Wage

14.5.1. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

14.5.2. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

14.5.3. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

14.6. Text Messaging While Driving

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and Department of Transportation Order 3902.10, Text Messaging While Driving, text messaging while driving is prohibited in the performance of any duties included in this Agreement for both Contractor and any sub-contractors hired for performance of

duties under this Agreement. Contractor shall include a provision prohibiting texting while driving in all sub-contractor agreements entered into related to the performance of its obligations under this Agreement.

Definitions. The following definitions are to be used in conjunction with this section.

"Driving":

1. Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
2. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
3. "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

14.7. Buy America

Furnish Steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478(3/24/1995)];
2. If the total combine cost of the materials does not exceed the great of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling or chemical composition);
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

14.8. Prohibition of Expending County, State or Federal funds for Lobbying

14.8.1. Contractor certifies to the best of his or her knowledge and belief that:

A. No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a

Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

14.8.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14.8.3. Contractor also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

14.9. Cost Principals and Administrative Requirements

14.9.1. Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

14.9.2. Contractor also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

14.9.3. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Contractor to County.

14.9.4. All subcontracts in excess of \$25,000 shall contain the above provisions.

14.10. Retention of Records/Audit

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7; Contractor, Sub-contractors, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Contractor and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

14.11. Audit Review Procedures

14.11.1. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by County's Chief Financial Officer.

14.11.2. Not later than 30 days after issuance of the final audit report, Contractor may request a review by County's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

14.11.3. Neither the pendency of a dispute nor its consideration by County will excuse Contractor from full and timely performance, in accordance with the terms of this Agreement.

14.11.4. Contractor and Sub-contractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Contractor's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Contractor and approved by County contract manager to conform to the audit or review recommendations. Contractor agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by County at its sole discretion. Refusal by Contractor to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

14.12. Subcontracting

14.12.1. Nothing contained in this Agreement or otherwise, shall create any contractual relation between County and any Sub-contractor(s), and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to County for the acts and omissions of its Sub-contractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its Sub-contractor(s) is an independent obligation from County's obligation to make payments to the Contractor.

14.12.2. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

14.12.3. Contractor shall pay its Sub-contractors within ten (10) calendar days from receipt of each payment made to Contractor by County.

14.12.4. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to Sub-contractors.

14.12.5. Any substitution of Sub-contractor(s) must be approved in writing by County's Contract Administrator prior to the start of work by the Sub-contractor(s).

14.13. Equipment Purchase

14.13.1. Prior authorization in writing, by County's Contract Administrator shall be required before Contractor enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Contractor services. Contractor shall provide an evaluation of the necessity or desirability of incurring such costs.

14.13.2. For purchase of any item, service or consulting work not covered in Contractor's Cost Proposal and exceeding \$5,000 prior authorization by County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

14.13.3. Any equipment purchased as a result of this Agreement is subject to the following: "Contractor shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Contractor may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sales price. If Contractor elects to keep the equipment, fair market value shall be determined at Contractor expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by County and Contractor, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

14.13.4. All subcontracts in excess \$25,000 shall contain the above provisions.

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

CONTRACTOR:



Ann Hancock, Executive Director
Center for Climate Protection

3/8/17

Dated


COUNTY OF SONOMA:

Certificate of Insurance on File with County:

Barbie Robinson, Director
Department of Health Services

Dated

Approved as to Substance:




Division Director or Designee

3.8.17

Dated

Approved as to Form:



Sonoma County Counsel

3/8/17

Dated

Exhibit A. Scope of Work

Organization: Center for Climate Protection

Project Title: Sonoma County Safe Routes to School High School Pilot Program (HS Program)

Project Summary: The HS Program will provide Youth Leadership Development (YLD) training and mentoring to teens at 12 high schools during the 2017-2018 school year and 12 high schools during the 2018-2019 school year in order to develop Safe Routes to School (SRTS) Plans and implement and evaluate SRTS education and encouragement activities on campus in addition to implementing enforcement, engineering, and community engagement efforts aimed at improving traffic safety and infrastructure. The high schools are as follows:

- Analy High School (Sebastopol)
- Cloverdale High School (Cloverdale)
- El Molino High School (Forestville)
- Geyserville High School (Geyserville)
- Healdsburg High School (Healdsburg)
- Elsie Allen, Maria Carrillo, Montgomery, Santa Rosa, and Piner High Schools (Santa Rosa)
- Roseland University Prep (Santa Rosa)
- Windsor High School (Windsor)

Walking audits will be conducted at 11 of the 12 high schools during the 2016-2017 school year. Montgomery High School (Santa Rosa) will not receive a walking audit.

Program Goal(s): Increase the number of youth safely walking and bicycling to school. Increase the health and safety of youth and the community. Reduce traffic congestion and pollution around schools. Create safer, calmer streets and neighborhoods around schools. Create a continuum of SRTS services from kindergarten through 12th grade. Foster authentic youth engagement using strategies based on a Youth Leadership Development framework.				
Objective 1: By June 30, 2019, at least 24 students will complete the Youth Leadership Training program.				
Strategy 1: Implement support activities for SRTS High School Pilot Program.				
Activities	Timeline	Person(s) Responsible	Measurable Deliverables	Measurable Program Outcomes
1. Attend Contractor orientation facilitated by County's Department of Health Services (DHS).	Apr 2017	Amy Jolly, Alina Huff, Program Coordinator	1 orientation attended	N/A
2. Each school year, recruit and train at least 1 Champion Teacher at each high school. Provide Youth Leadership Development and SRTS program overview.	Aug 2017 Aug 2018	Amy Jolly, Alina Huff, Program Coordinator	2017: At least 12 trainings 2018: At least 12 trainings List of teachers with contact email addresses	N/A
3. Each school year, recruit at least 2 Student SRTS Leaders at each high school.	Aug-Sept 2017 Aug-Sept 2018	Amy Jolly, Alina Huff, Program Coordinator	2017: At least 24 students recruited 2018: At least 24 students recruited List of students with contact email addresses	N/A

Program Goal(s): Increase the number of youth safely walking and bicycling to school. Increase the health and safety of youth and the community. Reduce traffic congestion and pollution around schools. Create safer, calmer streets and neighborhoods around schools. Create a continuum of SRTS services from kindergarten through 12th grade. Foster authentic youth engagement using strategies based on a Youth Leadership Development framework.				
Objective 1: By June 30, 2019, at least 24 students will complete the Youth Leadership Training program.				
Strategy 1: Implement support activities for SRTS High School Pilot Program.				
Activities	Timeline	Person(s) Responsible	Measurable Deliverables	Measurable Program Outcomes
4. Each school year, provide at least 12 technical assistance (TA) and mentoring sessions to student and teacher champions at each high school (approximately twice per month) on Youth Leadership Development and SRTS education and encouragement efforts.	Dec 2017-May 2018 Dec 2018-May 2019	Amy Jolly, Alina Huff, Program Coordinator	2018: At least 144 TA and mentoring "sessions" 2019: At least 144 TA and mentoring "sessions" Technical assistance log	N/A
5. Participate in at least 6 bi-monthly SRTS Advisory Group meetings each high school year to advance or support the goals of the Safe Routes to School High School Pilot Program.	Apr-June 2017 July 2017-June 2018 July 2018-June 2019	Amy Jolly	Apr-Jun 2017: at least 2 meetings 2017-18: at least 6 meetings 2018-19: At least 6 meetings	N/A

Program Goal(s): Reduce traffic congestion and pollution around schools. Create safer, calmer streets and neighborhoods around schools.				
Objective 2: By June 30 2018, at least 24 community workshops (2 per school) will be conducted in the neighborhoods around each high school in order to promote active transportation.				
Strategy 1: Implement SRTS community outreach activities within 2 miles of each high school.				
Activities	Timeline	Person(s) Responsible	Measurable Deliverables	Measurable Program Outcomes
<p>1. Promote and conduct up to 12 community workshops (at least 1 community workshop within 2 miles of each of the 12 high schools).</p> <p>Workshops should focus on educating the broader community about bike, pedestrian, and/or driver safety. Selected workshop topics will be determined by students based on data collected in the fall 2017.</p>	Feb-Apr 2018	Amy Jolly	<p>At least 12 bike/ped community workshops (1 bike/ped community workshop per community)</p> <p>Sign-in sheets, agenda, training materials</p>	N/A

Program Goal(s): Reduce traffic congestion and pollution around schools. Create safer, calmer streets and neighborhoods around schools.				
Objective 2: By June 30 2018, at least 24 community workshops (2 per school) will be conducted in the neighborhoods around each high school in order to promote active transportation.				
Strategy 1: Implement SRTS community outreach activities within 2 miles of each high school.				
Activities	Timeline	Person(s) Responsible	Measurable Deliverables	Measurable Program Outcomes
<p>2. Promote and conduct up to 12 community workshops (at least 1 community workshop within 2 miles of each of the 12 high schools that received a walking audit).</p> <p>Workshop should focus on sharing data (from walking audit reports and safer routes maps) and educating residents on how to advocate for SRTS infrastructure and/or policy change.</p>	Feb-Apr 2019	Amy Jolly	<p>At least 12 advocacy community workshops (1 advocacy community workshop per community)</p> <p>Sign-in sheets, agenda, training materials</p>	N/A
<p>3. Promote use of Suggested Routes to School Map to residents living within 2 miles of each of the 11 high schools that received a walking audit.</p>	Feb-Apr 2019	Amy Jolly, Alina Huff, Program Coordinator	<p>At least 600 maps distributed (~50 maps per high school community)</p> <p>List of promotional activities per community.</p>	N/A

Program Goal(s): Increase the number of youth safely walking and bicycling to school. Foster authentic youth engagement using strategies based on a Youth Leadership Development framework.

Objective 3: By June 30 2018, the number of students walking to/from school will increase five percentage points over baseline, bicycling will increase three percentage points over baseline, and use of alternative transportation (i.e., school bus, public transportation, carpooling) by students at participating high schools will increase by two percentage points over baseline.

Strategy 1: Implement SRTS education activities at each high school

Activities	Timeline	Person(s) Responsible	Measurable Deliverables	Measurable Program Outcomes
1. Each school year, conduct at least 1 SRTS education activity at each high school to recruit students for Student SRTS Leader roles.	Aug-Oct 2017 Aug-Oct 2018	Amy Jolly, Alina Huff, Program Coordinator	2017: 12 education activities 2018: 12 education activities Training materials; list of education activity and number of students participating by high school	N/A

Program Goal(s): Increase the number of youth safely walking and bicycling to school. Foster authentic youth engagement using strategies based on a Youth Leadership Development framework.				
Objective 3: By June 30 2018, the number of students walking to/from school will increase five percentage points over baseline, bicycling will increase three percentage points over baseline, and use of alternative transportation (i.e., school bus, public transportation, carpooling) by students at participating high schools will increase by two percentage points over baseline.				
Strategy 1: Implement SRTS education activities at each high school				
Activities	Timeline	Person(s) Responsible	Measurable Deliverables	Measurable Program Outcomes
<p>2. Each school year, conduct up to 12 Youth Leadership Development (YLD) trainings (at least 1 YLD training at each high school) for at least 24 Student SRTS Leaders (at least 2 Student SRTS Leaders at each high school).</p> <p>Each YLD training must include the following five lessons: facilitation, messaging, public speaking, team building, and vision.</p>	<p>Aug-Dec 2017 Aug-Dec 2018</p>	<p>Amy Jolly, Alina Huff, Program Coordinator</p>	<p>2017: 12 Youth Leadership Development Trainings for 24 Student SRTS Leaders at 12 high schools.</p> <p>2018: 12 Youth Leadership Development Trainings for 24 Student SRTS Leaders at 12 high schools.</p> <p>Sign-in sheets, agenda, training materials</p>	<p>N/A</p>

Program Goal(s): Increase the number of youth safely walking and bicycling to school. Foster authentic youth engagement using strategies based on a Youth Leadership Development framework.				
Objective 3: By June 30 2018, the number of students walking to/from school will increase five percentage points over baseline, bicycling will increase three percentage points over baseline, and use of alternative transportation (i.e., school bus, public transportation, carpooling) by students at participating high schools will increase by two percentage points over baseline.				
Strategy 1: Implement SRTS education activities at each high school				
Activities	Timeline	Person(s) Responsible	Measurable Deliverables	Measurable Program Outcomes
<p>3. Each school year, provide support to Student SRTS Leaders at up to 12 high schools to develop or update 1 School SRTS Plan each school year.</p> <p>Students must use SRTS school data (provided by DHS) to selected activities. School SRTS Plan must include at least 2 school encouragement and 1 traffic calming/safety activities.</p>	<p>Jan 2018 Jan 2019</p>	<p>Amy Jolly, Alina Huff, Program Coordinator</p>	<p>2016: 12 School SRTS Plans for 2017-18 school year</p> <p>2017: 12 School SRTS Plans for 2018-19 school year</p> <p>Completed SRTS School Plans for 2017-18 and 2018-19 school years</p>	<p>N/A</p>
<p>4. Train Student SRTS Leaders at each high school on how to advocate for school SRTS policy, program, and/or infrastructure changes.</p>	<p>Aug-Dec 2018</p>	<p>Amy Jolly, Alina Huff, Program Coordinator</p>	<p>12 advocacy trainings</p> <p>Sign-in sheets, agenda, training materials</p>	<p>N/A</p>

Program Goal(s): Increase the number of youth safely walking and bicycling to school. Foster authentic youth engagement using strategies based on a Youth Leadership Development framework.				
Objective 3: By June 30 2018, the number of students walking to/from school will increase five percentage points over baseline, bicycling will increase three percentage points over baseline, and use of alternative transportation (i.e., school bus, public transportation, carpooling) by students at participating high schools will increase by two percentage points over baseline.				
Strategy 1: Implement SRTS education activities at each high school				
Activities	Timeline	Person(s) Responsible	Measurable Deliverables	Measurable Program Outcomes
5. Provide support to Student SRTS Leaders at each of the 12 high schools to identify at least 1 school policy, program, and/or infrastructure recommendation using SRTS school data and add to SRTS School Plan.	Jan 2019	Amy Jolly, Alina Huff, Program Coordinator	12 policies, program, and/or infrastructure improvements identified Completed SRTS School Plans for 2018-19 school year	N/A
6. Provide support to Student SRTS Leaders to prepare to present at least 1 school policy, program, and/or infrastructure recommendation to school board or administration.	Feb-Apr 2019	Amy Jolly	12 presentations to school boards or administration Date of presentation, list of those in attendance, presentation materials or outline, board minutes (if applicable)	N/A

Program Goal(s): Increase the number of youth safely walking and bicycling to school.

Objective 3: By June 30 2018, use of active transportation (i.e., walking, biking, skateboarding) by students at participating high schools will increase by five percentage points over baseline and use of alternative transportation (i.e., school bus, public transportation, carpooling) by students at participating high schools will increase by two percentage points over baseline.

Strategy 2: Implement SRTS encouragement activities at each high school

Activities	Timeline	Person(s) Responsible	Measurable Deliverables	Measurable Program Outcomes
1. Each school year, conduct at least 1 SRTS encouragement event at each high school to recruit students for Student SRTS Leader roles (e.g., International Walk & Roll to School Day).	Aug-Oct 2017 Aug-Oct 2018	Amy Jolly, Alina Huff, Program Coordinator	2017: 12 encouragement events conducted 2018: 12 encouragement events conducted Templates provided by DHS: list of promotional materials ordered & distributed, photos with photo releases, and encouragement summary form	N/A

Program Goal(s): Increase the number of youth safely walking and bicycling to school.				
Objective 3: By June 30 2018, use of active transportation (i.e., walking, biking, skateboarding) by students at participating high schools will increase by five percentage points over baseline and use of alternative transportation (i.e., school bus, public transportation, carpooling) by students at participating high schools will increase by two percentage points over baseline.				
Strategy 2: Implement SRTS encouragement activities at each high school				
Activities	Timeline	Person(s) Responsible	Measurable Deliverables	Measurable Program Outcomes
2. Each school year, provide support to Student SRTS Leaders to conduct the 2 SRTS encouragement activities outlined in each high school's SRTS School Plan.	Feb-Apr 2018 Feb-Apr 2019	Amy Jolly, Alina Huff, Program Coordinator, SCBC	2018: 24 encouragement activities conducted 2019: 24 encouragement activities conducted Templates provided by DHS: list of promotional materials ordered & distributed, photos with photo releases, and encouragement summary form	N/A
3. Provide support to Student SRTS Leaders to promote use of Suggested Routes to School Maps to students at each high school.	Feb-Apr 2019	Amy Jolly, Alina Huff, Program Coordinator	At least 2,500 maps distributed (to ~50% of student body) List of promotion activities per high school	N/A

Program Goal(s): Increase the number of youth safely walking and bicycling to school. Increase health and safety of youth and community. Reduce traffic congestion and pollution around schools. Create safer, calmer streets and neighborhoods around schools.

Objective 3: By June 30 2018, use of active transportation (i.e., walking, biking, skateboarding) by students at participating high schools will increase by five percentage points over baseline and use of alternative transportation (i.e., school bus, public transportation, carpooling) by students at participating high schools will increase by two percentage points over baseline.

Strategy 3: Implement SRTS enforcement activities within 2 miles of each high school

Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
1. Each school year, present School SRTS Plans for each high school to up to 7 Law Enforcement partners, soliciting support to address areas with greatest need of enhanced enforcement and traffic calming measures.	Jan-Feb 2018 Jan-Feb 2019	Amy Jolly, Alina Huff, Program Coordinator	2018: 7 presentations to Law Enforcement partners 2019: 7 presentations to Law Enforcement partners Date of meeting, name and email address of law enforcement staff in attendance	N/A

Program Goal(s): Increase the number of youth safely walking and bicycling to school. Increase health and safety of youth and community. Reduce traffic congestion and pollution around schools. Create safer, calmer streets and neighborhoods around schools.				
Objective 3: By June 30 2018, use of active transportation (i.e., walking, biking, skateboarding) by students at participating high schools will increase by five percentage points over baseline and use of alternative transportation (i.e., school bus, public transportation, carpooling) by students at participating high schools will increase by two percentage points over baseline.				
Strategy 3: Implement SRTS enforcement activities within 2 miles of each high school				
Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
2. If possible, each school year, law enforcement will conduct at least 1 enforcement activity at each high school (e.g., patrolling, speed trailer placement, participation in education, or encouragement activities).	Feb-Apr 2018 Feb-Apr 2019	Amy Jolly, Alina Huff, Program Coordinator	2018: 12 enforcement activities 2019: 12 enforcement activities Type and date of each enforcement activity with name of law enforcement staff	N/A

Program Goal(s): Increase the number of youth safely walking and bicycling to school. Foster authentic youth engagement using strategies based on a Youth Leadership Development framework.				
Objective 3: By June 30 2018, the number of students walking to/from school will increase five percentage points over baseline, bicycling will increase three percentage points over baseline, and use of alternative transportation (i.e., school bus, public transportation, carpooling) by students at participating high schools will increase by two percentage points over baseline.				
Strategy 4: Training, Reporting, Evaluation, and Communications (Required)				
Activities	Timeline	Person(s) Responsible	Measurable Deliverables	Measurable Program Outcomes
1. Attend two 2-hour trainings on how to collect student survey data.	June-July 2017 If needed: Mar 2018 July 2018 Mar 2019	Amy Jolly	2 student survey data collection trainings attended	N/A
2. Each school year, collect student survey data at up to 7 high schools.	Baseline: Aug-Sept 2017 Aug-Sept 2018 Endpoint: April-May 2018 April-May 2019	Amy Jolly, Alina Huff, Program Coordinator	Completed surveys collected 28 times	5 percentage point increase in active transportation 3 percentage point increase in shared transportation
3. Attend training on how to create an evaluation plan for Youth Leadership Training Program and how to submit to Sonoma County's Upstream Portfolio (www.upstreaminvestments.org).	June 2017	Amy Jolly, Program Coordinator	1 training attended Sign-in sheet, agenda	N/A

Program Goal(s): Increase the number of youth safely walking and bicycling to school. Foster authentic youth engagement using strategies based on a Youth Leadership Development framework.				
Objective 3: By June 30 2018, the number of students walking to/from school will increase five percentage points over baseline, bicycling will increase three percentage points over baseline, and use of alternative transportation (i.e., school bus, public transportation, carpooling) by students at participating high schools will increase by two percentage points over baseline.				
Strategy 4: Training, Reporting, Evaluation, and Communications (Required)				
Activities	Timeline	Person(s) Responsible	Measurable Deliverables	Measurable Program Outcomes
4. Complete required documents for submission of Youth Leadership Training Program to Upstream Portfolio (e.g., literature review, logic model creation, evaluation plan, and tools).	June-Aug 2017	Amy Jolly, Program Coordinator	1 final draft document submitted	N/A
5. If needed, revise Youth Leadership Training Program documents based on Upstream Portfolio Review Committee's recommendations.	June-Aug 2017	Amy Jolly, Program Coordinator	1 final revised document submitted	N/A
6. Implement the Youth Leadership Program evaluation plan for the Upstream Portfolio.	Sept 2017 - May 2019	Amy Jolly Aliana Huff, Program Coordinator	1 evaluation data and report submitted	To be determined based on evaluation plan
7. Submit monthly progress reports using the templates provided by DHS.	Apr 2017-June 2019	Amy Jolly	27 monthly progress reports	N/A

Program Goal(s): Increase the number of youth safely walking and bicycling to school. Foster authentic youth engagement using strategies based on a Youth Leadership Development framework.				
Objective 3: By June 30 2018, the number of students walking to/from school will increase five percentage points over baseline, bicycling will increase three percentage points over baseline, and use of alternative transportation (i.e., school bus, public transportation, carpooling) by students at participating high schools will increase by two percentage points over baseline.				
Strategy 4: Training, Reporting, Evaluation, and Communications (Required)				
Activities	Timeline	Person(s) Responsible	Measurable Deliverables	Measurable Program Outcomes
<p>Complete the following education and encouragement trainings:</p> <p>8a. Train all staff working with high schools on the following curricula, as outlined in the Caltrans approved curricula list:</p> <ul style="list-style-type: none"> • Active Transportation Lesson (No Impact Project) • Dangers of Distracted Driving Lesson (Education World) • Moving Beyond the Automobile Curriculum (Street Films) • Teen Action Guide (National Organization fo Youth Safety) <p>8b. Attend the Active Transportation Community Workshop train-the-trainer training, facilitated by DHS.</p> <p>8c. Attend the Advocacy Community Workshop train-the-trainer training, facilitated by DHS.</p>	<p>8a) Apr 2017-June 2019</p> <p>8b) Oct- Dec 2017</p> <p>8c) Oct-Dec 2018</p>	<p>8a) Amy Jolly</p> <p>8b) Amy Jolly</p> <p>8c) Amy Jolly</p>	<p>8a) 4 trainings completed for all staff working with high schools</p> <p>8b-c) 2 trainings completed for all staff facilitating community workshops</p> <p>Sign-in sheets, agendas</p>	<p>NA</p>

Program Goal(s): Increase the number of youth safely walking and bicycling to school. Reduce traffic congestion and pollution around schools. Create safer, calmer streets and neighborhoods around schools.				
Objective 4: By June 30 2018, create a walking audit report and Recommended Routes Map for each of 11 high schools. (Montgomery High School will not receive a walking audit or a map.)				
Strategy 1: Implement SRTS engineering activities within 2 miles of each high school.				
Activities	Timeline	Person(s) Responsible	Measurable Deliverables	Measurable Program Outcomes
1. Recruit at least 1 person from each of the following groups to participate in 1 walking audit at each of the 11 high schools: students, residents living within 2-miles of school, school administration, public works, and law enforcement. Montgomery High School will not receive a walking audit.	Jan-Mar 2018	Amy Jolly, Alina Huff, Program Coordinator	5 community partners recruited per high school Copy of walking audit sign-in sheet noting the group each attendee represents	N/A
2. Participate in 1 walking audit at each of the 11 high schools.	Feb-May 2018	Amy Jolly, Alina Huff, Program Coordinator	11 walking audits attended Copy of sign-in sheet	N/A

Program Goal(s): Increase the number of youth safely walking and bicycling to school. Reduce traffic congestion and pollution around schools. Create safer, calmer streets and neighborhoods around schools.

Objective 4: By June 30 2018, create a walking audit report and Recommended Routes Map for each of 11 high schools. (Montgomery High School will not receive a walking audit or a map.)

Strategy 1: Implement SRTS engineering activities within 2 miles of each high school.

Activities	Timeline	Person(s) Responsible	Measurable Deliverables	Measurable Program Outcomes
<p>3. Convene at least 1 community meeting at each of the 11 high schools with the Engineer Contractor to identify the final suggested routes to school and routes to key neighborhood destinations for a Recommended Routes Map for each high school. Engineer Contractor will facilitate meetings.</p> <p>Recruit at least 1 person from each of the following groups to participate in a walking audit at each high school: students, residents living within 2-miles of school, school administration, public works, and law enforcement.</p>	<p>Aug-Sept 2018</p>	<p>Amy Jolly</p>	<p>11 community meeting sign-in sheets, 1 community meeting sign-in sheet from each high school</p> <p>Sign in sheet should note the group each attendee represents.</p>	<p>N/A</p>

Exhibit B. Budget and Budget Justification

Budget

	Program Initiation	Community Outreach	Education	Encourage- ment	Enforcement	Engineering	Evaluation	
	Task A (\$)	Task B (\$)	Task C (\$)	Task D (\$)	Task E (\$)	Task F (\$)	Task G (\$)	Total (\$)
Total Staff Hours Per Task	1317.94	261.25	1119.94	1906.09	65.67	239.05	1873.93	
Average Rate Per Hour Per Task	46	33	46	45	45	21	28	
Total Staff Costs Per Task	60,625	8,621	51,517	85,774	2,955	5,020	52,470	266,982
Travel								
Staff Training			575	400				975
Miles	8,864.4	1,344.6	3,237.0	3,585.6	348.6	971.1	1,394.4	
Mileage	4,742	719	1,732	1,918	187	520	746	10,564
Total Travel Costs	4,742	719	2,307	2,318	187	520	746	11,539
Equipment								
Bike Blender Kit				560				560
Bicycles				250				250
Total Equipment Costs	0	0	0	810	0	0	0	810
Incentives (Minor Items)								
Healthy Snacks		320	200	1,000				1,520
Total Minor Incentive Costs	0	320	200	1,000	0	0	0	1,520

	Program Initiation	Community Outreach	Education	Encourage- ment	Enforcement	Engineering	Evaluation	
	Task A (\$)	Task B (\$)	Task C (\$)	Task D (\$)	Task E (\$)	Task F (\$)	Task G (\$)	Total (\$)
Subcontractors								
National Safe Routes to School Partnership		2,500						2,500
Sonoma County Bicycle Coalition				12,000				12,000
Advantage Marketing				1,300				1,300
Total Subcontractor Costs	0	2,500	0	13,300	0	0	0	15,800
Not To Exceed Budget	65,367	12,160	54,024	103,202	3,142	5,540	53,216	296,650

Budget Justification	
<p>Contractor must utilize the Active Transportation Program – Non-Infrastructure Program Guidance (see link below) when determining what expenses are allowable and unallowable. These guidelines are subject to change at any time by Caltrans or the Metropolitan Transportation Commission (MTC). Expenses that do not align with this Agreement will not be paid.</p>	
<p>www.dot.ca.gov/hq/LocalPrograms/atp/documents/2015/ATP-Non-Infrastructure-Guidance-2015-06-11.pdf</p>	
Travel	
Staff Training	Cost for CCP staff to attend trainings/workshops that directly relate to activities outlined in Exhibit A (Scope of Work). Allowable expenses include registration, mileage, bridge toll, parking, etc. Food and attendance at the National SRTS Conference are not allowable expenses.
Equipment	
Bike Blender Kit	Includes bike, bike stand, and blender. Kit will be used for encouragement events, which are listed on the DHS and Caltrans Approved Education & Encouragement List. The bike blender kit will be returned to DHS once the ATP grant ends.
Bicycles	Used for on-bike education for students, as listed on the DHS and Caltrans Approved Education & Encouragement List. Bicycles will be returned to DHS once the ATP grant ends.
Incentives	
Healthy Snacks	Covers snacks for training meetings of student leaders each year of the project. Food and beverages served should align with the Dietary Guidelines for Americans. No sugary drinks or sugary foods may be purchased or served. (http://www.cnpp.usda.gov/Diet01yGuidelines).
Subcontractors	
National Safe Routes to School Partnership	National Safe Routes Partnership will provide a 3-hour train-the-trainer workshop for CCP on how to train students to advocate for policy and infrastructure improvements to school or school district administration.

Sonoma County Bicycle Coalition (SCBC)	SCBC will be provide additional technical support for the following education and/or encouragement activities, as listed on the DHS and Caltrans Approved Education & Encouragement List: Parking Lot Drills (League of American Bicyclists), Bike Swap, and Street Skills (ECO2School).
Advantage Marketing	Production of large (18" x 24") format posters for classroom trip tracking.

Exhibit C. Insurance Requirements
(Template 3 – Rev 2016 Mar 16)

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

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

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. ***Required Evidence of Insurance:*** Certificate of Insurance.
- e. If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

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

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- d. **"County of Sonoma, their Officers, Agents, and Employees"** shall be endorsed as **additional insureds** for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. ***Required Evidence of Insurance***
- i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.
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 Commercial Umbrella Liability Insurance.
 - b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
 - c. Insurance shall cover hired and non-owned autos.
 - d. ***Required Evidence of Insurance***: Certificate of Insurance.
4. Standards for Insurance Companies
- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
5. Documentation
- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
 - b. The name and **address** for Additional Insured endorsements and Certificates of Insurance is:

County of Sonoma, their Officers, Agents, and Employees
Attn: DHS – Contract & Board Item Development Unit
3313 Chanate Road
Santa Rosa CA 95404
-

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

6. Policy Obligations

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

7. Material Breach

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

Exhibit D. Subcontractor Payment Declaration Form

**Sonoma County Department of Transportation and Public Works
SUBCONTRACTOR PAYMENT DECLARATION**

|

This form must be completed and submitted by the Prime Consultant/Contractor for all subcontractors/subconsultants, vendors, and joint venture partners with every invoice submitted to the Sonoma County TPW. Failure to submit all required information may lead to partial withholding of incremental or progress payment.

Date: _____ Prime: _____

Contract Title: _____

Invoice Date: _____ Invoice No.: _____

For the Period: _____ Total Invoice Amount: _____

Subcontractor/ Vendor/JV	DBE Y/N	SBE Y/N	Business Address Payment Sent to	Amount Paid	Payment Date	Check Number

Total Amount Paid to Subconsultants (this Pay Period):

I/We declare under penalty of perjury under the laws of the State of California that the above information is complete and that the tabulated amounts paid to date are accurate and correct.

Signature of Contact Person

Date

Print Name, Title

Phone

Exhibit E. Consultant Proposal DBE Commitment Form (10-01)

1. Local Agency: <u>Department of Health Services</u>		2. Contract DBE Goal: <u>0%</u>	
3. Project Description: <u>RFP #16-011 High School Safe Routes to School Pilot Program Contractor</u>			
4. Project Location: <u>Sonoma County</u>			
5. Consultant's Name: <u>Center for Climate Protection</u>		6. Prime Certified DBE: <input type="checkbox"/>	

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
N/A	N/A	N/A	N/A
Local Agency to Complete this Section			
17. Local Agency Contract Number:		11. TOTAL CLAIMED DBE PARTICIPATION %	
18. Federal-Aid Project Number:			
19. Proposed Contract Execution Date:		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
20. Local Agency Representative's Signature	21. Date	_____ <u>08/22/2016</u> 12. Preparer's Signature 13. Date <u>Amy Jolly</u> 14. Preparer's Name 15. Phone 707-525-1665 <u>Program Manager</u> 16. Preparer's Title	
22. Local Agency Representative's Name	23. Phone		
24. Local Agency Representative's Title			

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Page 1 of 2
July 23, 2015

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Project Location** - Enter the project location as it appears on the project advertisement.
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. **Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
18. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
19. **Proposed Contract Execution Date** - Enter the proposed contract execution date.
20. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
22. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
23. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
24. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

Exhibit F. Consultant Proposal DBE Commitment Form (10-O2)


1. Local Agency: Department of Health Services Sonoma County 2. Contract DBE Goal: 0%

3. Project Description: RFP #16-011 High School Safe Routes to School Pilot Program

4. Project Location: Sonoma County

5. Consultant's Name: Center for Climate Protection 6. Prime Certified DBE: 7. Total Contract Award Amount: _____

8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
N/A	N/A	N/A	N/A
Local Agency to Complete this Section			
20. Local Agency Contract Number:		14. TOTAL CLAIMED DBE PARTICIPATION	\$ 0
21. Federal-Aid Project Number:			0%
22. Contract Execution Date:		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		 15. Preparer's Signature Amy Jolly 16. Date 08/22/2016 17. Preparer's Name Program Manager 18. Phone 707-525-1665 19. Preparer's Title	
23. Local Agency Representative's Signature	24. Date		
25. Local Agency Representative's Name	26. Phone		
27. Local Agency Representative's Title			

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Page 1 of 2
 July 23, 2015

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENTCONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Project Location** - Enter the project location as it appears on the project advertisement.
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
8. **Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. **Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. **Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed.
23. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

Exhibit G. Disadvantaged Business Enterprises**DISADVANTAGED BUSINESS ENTERPRISES (DBE)****THIS PROJECT IS SUBJECT TO TITLE 49 CFR 26.13(B).**

The consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted agreements. Failure by the consultant to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

Consultant must take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the agreement (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Department shows a goal for DBEs. Consultant must make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Consultant must meet the DBE goal shown in Section 14.4(a) of Agreement or demonstrate that adequate good faith efforts have been made to meet this goal. It is the consultant's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm

All DBE participation will count toward the Department's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

DBE GOAL.

The Disadvantaged Business Enterprise (DBE) goal for this project is 0.00%.

DBE COMMITMENT SUBMITTAL.

Submit DBE information on the Caltrans Bidder – DBE Commitment form included as within this Agreement. The form must be completed and returned with the agreement.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

It is the consultant's responsibility to verify that the firm is certified as of the date of submittal. Listings of DBEs certified by the CUCP are available at <http://www.dot.ca.gov/hq/beq>. Click the "Find a Certified Firm" link.

GOOD FAITH EFFORTS SUBMITTAL

If you have not met the DBE goal, complete and submit the Good Faith Efforts Documentation form with the proposal showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation. Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work the consultant has made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime consultant or

- its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

SUBCONTRACTOR AND DBE RECORDS.

The Consultant shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime Consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the Agreement, a summary of these records shall be prepared on "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First Tier Subcontractor's" Form CEM-2402(F) and certified correct by the Consultant or the Consultant's authorized representative, and shall be furnished to the County Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

Prior to the fifteenth of each month, the Consultant shall submit documentation to the Engineer showing the amount paid to DBE trucking companies. The Consultant shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE who leases trucks from a non-DBE, the Consultant may count only for the fee or commission the DBE receives as a result of the lease arrangement.

The Consultant shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month. This documentation shall be submitted on "Monthly DBE Trucking Verification" Form CEM- 2404 (F).

DBE CERTIFICATION STATUS.

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Consultant in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Consultant in writing with the date of certification. The Consultant shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprise (DBE) Certification Status Change" Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Consultant. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS.

The DBEs listed by the Consultant in response to the provisions in Section 2-1.02B, "Submission of DBE Information," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified DBEs, shall perform the work and supply the materials for which they are listed, unless the Consultant has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to use other forces or sources of materials may be requested for the following reasons:

- A. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Consultant.
- B. The listed DBE becomes bankrupt or insolvent.
- C. The Listed DBE fails or refuses to perform the subcontract or furnish the listed materials.
- D. The Consultant stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Consultant.
- E. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- F. It would be in the best interest of the County.

The Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Consultant) pursuant to prior written authorization of the Engineer.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: March 28, 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):

Fourth

Title: Highway 101 at Airport Boulevard Interchange Landscape Project

Recommended Actions:

- A. Approve the plans and specifications for the Highway 101 at Airport Boulevard Interchange Landscape project, G14001 for construction of landscape improvements to the Highway 101 scenic corridor.
- B. Award contract to lowest responsive/responsible bidder, Bortolussi & Watkin Inc., for an amount not to exceed \$510,522.22 plus 10% for construction contingency, and authorize the Chair to execute construction contract G14001.

Executive Summary:

The proposed project represents the final phase of the improvements made to the Airport Boulevard and Highway 101 Interchange. This landscaping project was a requirement of the environmental document for the construction of the interchange. The project is 100% funded through Measure M. The proposed project is located on Highway 101 at Airport Boulevard in Sonoma County, between the cities of Santa Rosa and Windsor, near the Sonoma County Airport. The project includes planting, irrigation installation, and a 3-year Plant Establishment Period (PEP). The project was designed and approved for construction through an encroachment permit issued by Caltrans, and meets their drought resistant requirements and will be utilizing recycled water.

Discussion:

The Highway 101 at Airport Boulevard Interchange Landscape project represents the final phase of the Airport Boulevard Interchange construction project. This project has substantially improved access to the Sonoma County Airport and the businesses in the Airport Boulevard area. Transportation and Public Works obtained both an encroachment permit and environmental permits in order to construct the interchange. The environmental document for the interchange construction project contained the requirement for a landscaping project to be performed in the area.

The Board of Supervisors approved the related design services consulting agreement with BKF on January 27, 2015. Plans and specifications were prepared by BKF, in coordination with Caltrans

encroachment requirements. The plans include planting 176 trees, with varieties that include Coast Live Oak, Coast Redwood, Olive, Cypress and Crepe Myrtle. Soil amendments, fertilizer and mulch are included to aid the success of the plantings. The project is expected to begin in May 2017 and conclude in August 2017, however the timing is dependent on obtaining the plants. Temporary piped irrigation will be installed and maintained for a 3 year period. The water supply consists of recycled water from a temporary water tank and booster pump installed within County Right of Way off of Mark West Station Road, on the west side of Highway 101. There is an existing agreement with Sonoma County Water Agency to supply the recycled water to the tank for the maintenance period. The project will satisfy the requirement in the environmental document for the interchange construction project and enhance the beautification of the Highway 101 scenic corridor.

The Department recommends the Board approve the plans and specifications for the Highway 101 at Airport Boulevard Interchange Landscape project, G14001.

The project was advertised for bids: January 20 to February 21, 2017.

Bids were opened: February 22, 2017.

Bids were received as follows:

Bortolussi & Watkin Inc.....\$510,512.22

Wabo Landscape & Construction Inc.....\$600,151.21

The Engineer's Estimate for the bid was \$590,000.00.

The responsive low bid of \$510,512.22 by Bortolussi & Watkin Inc. is \$79,488 (13%) below the Engineer's Estimate. The second responsive bid by Wabo Landscape & Construction Inc. is \$10,151.21 above the Engineer's Estimate. The major differences between the low bid and the estimate are the costs for the traffic control items and the irrigation supply items, including the water tank, booster pump and supply lines.

In accordance with Public Contract Code Section 20128, the contract shall be awarded to the lowest responsive and responsible bidder.

Bortolussi & Watkin Inc. is experienced in performing this type of work. They have been licensed since 2011, and have worked on 4 Caltrans landscape projects in the last 4 years.

The Department recommends awarding the contract to Bortolussi & Watkin Inc., the lowest responsive bidder. Appropriations are available in the FY 2016-17 budget and will be requested in the FY 2017-18 budget.

Amendment No. 4 to Agreement No. M30210-05 between the Sonoma County Transportation Authority (SCTA) and Sonoma County provided \$1,264,000.00 of Measure M - Local Streets Projects funds to design and construct landscape improvements at the Highway 101 at Airport Boulevard interchange area following completion of the new interchange. There is also a second funding agreement with SCTA (M42010) that provides an additional \$50,000 of Measure M Highway 101 program funds, for a total of \$1,314,000.00 in project funding.

Prior Board Actions:

12/6/16: Approve amendment No.1 to Agreement with BKF Engineers, Inc. for Design Engineering and Landscape Architecture Services for Highway 101 at Airport Blvd Interchange

1/27/15: Item #22 approved agreement with BKF Engineers, Inc. for design services.
 6/10/14: Item #54 Approved Amendment No 4 to Cooperative Agreement between Sonoma County Transportation Authority and Sonoma County to provide Measure M funds for the Airport Boulevard Landscape project.

Strategic Plan Alignment Goal 3: Invest in the Future

This project will satisfy the requirements of the environmental document for the Airport Boulevard Interchange project and enhance the beautification of the Highway 101 scenic corridor.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$397,564	\$164,000	
Additional Appropriation Requested			
Total Expenditures	\$397,564	\$164,000	

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other	\$397,564	\$164,000	
Use of Fund Balance			
Contingencies			
Total Sources	\$397,564	\$164,000	

Narrative Explanation of Fiscal Impacts:

Appropriations of \$561,564 include requested 10% contingency. This project is 100% funded with Measure M funds. Current year appropriations are available in the Roads budget. FY 2017-18 appropriations will be requested as part of the budget process.

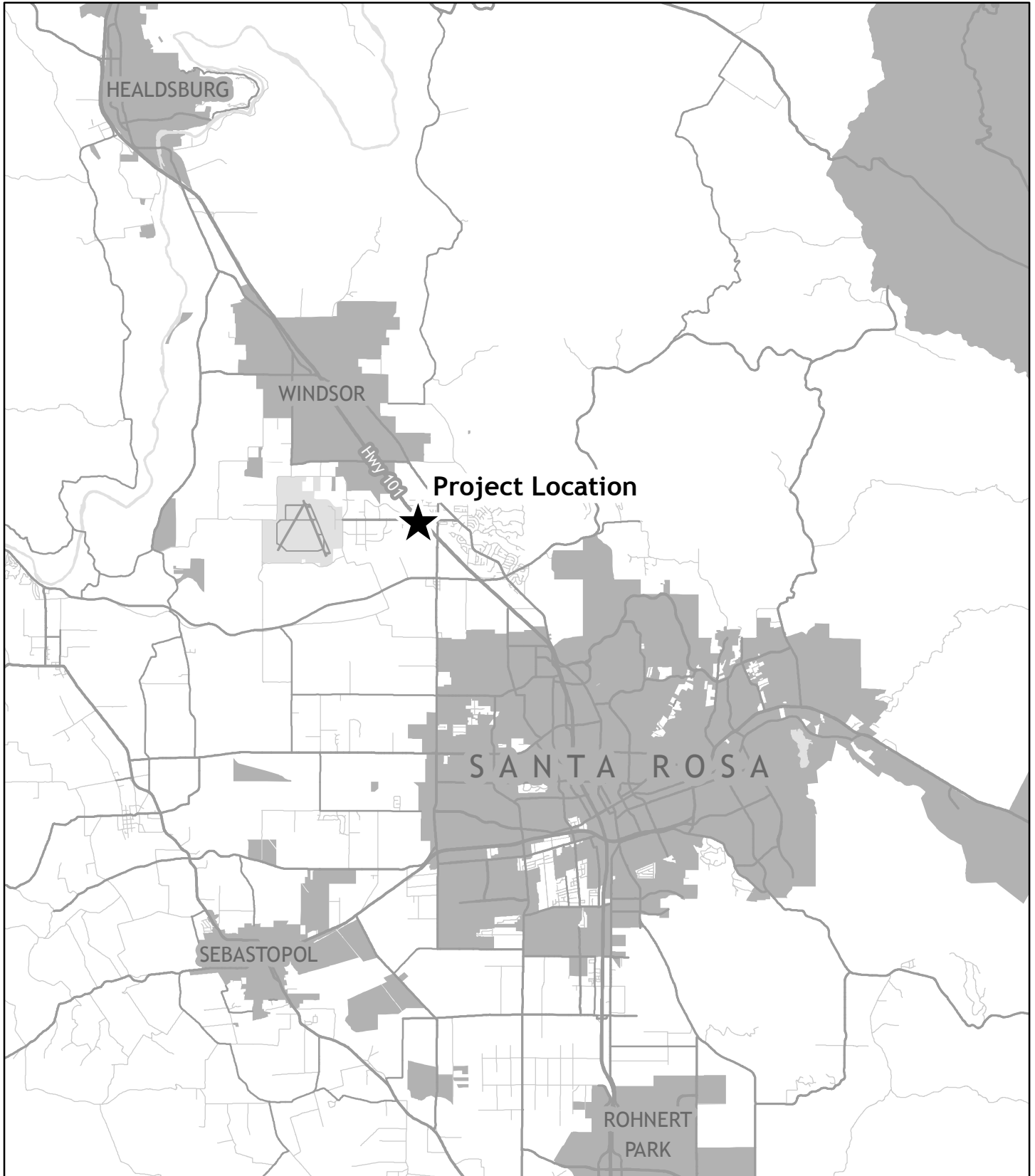
Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:
Location Map
Related Items "On File" with the Clerk of the Board:
Special Provisions, Bid Book, Plans, Addendum No 1 and Addendum No 2

Highway 101 at Airport Boulevard Interchange Landscape Project (Project No. G14001)



0 2.5 5 Miles

★ = Project Location



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: March 28, 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 Districts

Title: Airport Engineering Services Agreement

Recommended Actions:

Approve and authorize the Chair to execute Task Order #7 with Mead & Hunt, Incorporated for an amount not to exceed \$215,000 for professional on-call engineering services at the Sonoma County Airport. Approval of the task order will enable airport staff to complete Federal Aviation Administration (FAA) mandated pavement preservation programs, upgrade Airport service roads, construct a new ticketing facility, and recoup FAA grant funds.

Executive Summary:

The Airport Division of the Department of Transportation and Public Works requests that the Board authorize the Chair to approve a Task Order for on-call engineering services with Mead & Hunt, Incorporated in accordance with a Master Agreement executed by the Board of Supervisors on February 9, 2016 (Item #43). The proposed task order encompasses a variety of professional services including: development and implementation of FAA mandated pavement preservations programs, Engineer of Record services for the final phase of the Runway Safety Area (RSA) improvement project, design of a modular ticketing facility for expanded commercial air service, and assistance with FAA grant applications. A complete description of these services is attached for reference.

Discussion:

The Board approved a Master Agreement with Mead & Hunt on February 9, 2016 to provide airport related engineering services. The contract award was the result of a competitive selection process which fully complied with FAA guidelines and County procurement standards. Under the terms of this Agreement the Director of Transportation & Public Works (TPW) is authorized to approve task orders for specified scope of services not to exceed \$150,000 per fiscal year. During current fiscal year 2016/17 three task orders have been approved under this Master Agreement including:

1. Task Order #4 for \$55,100 was approved by the Director of TPW for construction management services.
2. Task Order #5 for \$1,275,500 was approved by the Board for terminal design.
3. Task Order #6 for \$68,927 was approved by the Director of TPW for a rental car facility Concept Study.

Task Order #7 requests \$215,000 for the following items:

1. \$80,000 for design and engineering services related to the Airport’s pavement preservation program over the next twelve months. Mandated by the FAA, the Airport pavement preservation program extends the useful life of existing aprons, taxiways, and runways, supports compliance with FAA guidelines, and maintains essential safety standards for commercial and general aviation activity.
2. \$75,000 for Engineer of Record services to upgrade airport service roads including construction of a permanent bridge over Airport Creek at the North end of Runway 14-32. Scheduled for completion in calendar year 2017, this is the final phase of the \$55,000,000 FAA funded Runway Safety Area (RSA) project. The completion of the previous phases of the RSA project have been instrumental in attracting commercial air service to the Las Vegas, Phoenix, San Francisco, and Minneapolis/St. Paul markets.
3. \$45,000 associated with expedited design and project management services for a modular ticketing facility to accommodate commercial air service to Phoenix and San Francisco during the first six months of calendar year 2017. In addition to facilitating expanded commercial air service, the temporary ticketing facility will provide operational flexibility during the Airport’s terminal remodel/expansion project over the next 24 to 36 months.
4. \$15,000 during fiscal year 2016/17 for administrative and technical support related to FAA grant requests, management, and closeout. As the primary funding source for Airport capital projects FAA grants have provided over \$60,000,000 in infrastructure upgrades at the Airport during the last five years.

The Airport is a capital intensive, highly regulated enterprise which requires specialized engineering assistance in order to expand services, maintain public safety, and ensure FAA compliance at the North Bay’s only commercial airport. The services requested in this task order enables airport management to continue moving the aforementioned projects forward for the remainder of the current fiscal year without additional appropriations.

Prior Board Actions:

9/13/2016: Board approved Task Order #5 with Mead & Hunt for design of an expanded airport terminal facility in the amount of \$1,275,500.
 2/9/16: Board approved a new five year Master Agreement with Mead & Hunt for on-call engineering services at the Sonoma County Airport.

Strategic Plan Alignment Goal 3: Invest in the Future

The services requested in this board item facilitate efforts by Airport management to improve the airport infrastructure required to expand services, ensure public safety, and support FAA compliance. As a vital transportation hub for the North Bay these efforts support new and existing economic activity which contributes to an improved quality of life for all residents.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	145,000	70,000	
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal	68,000	13,594	
Fees/Other	77,000	56,406	
Use of Fund Balance			
Contingencies			
Total Sources	145,000	70,000	
Narrative Explanation of Fiscal Impacts:			
<p>Item 1 of the task order is appropriated in the airport operating budget as part of the ongoing pavement preservation program at the airport. All costs associated with Items 2 and 4 are eligible for 90.66% FAA reimbursement. The remaining 9.34% of costs will be paid from airport operating income. Item 3 of the task order is eligible for reimbursement from the Passenger Facility Charge (PFC) Fund pending approval of an update of the Airport's PFC application. This application has been successfully amended on five previous occasions to incorporate additional PFC eligible projects. Based on FAA eligibility guidelines and anticipated support from the airline industry, the Airport expects the updated application will be approved in calendar year 2017.</p>			
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:			
Mead & Hunt Task Order 7			
Related Items "On File" with the Clerk of the Board:			
Master Agreement			

SONOMA COUNTY – CHARLES M. SCHULZ AIRPORT

TASK ORDER 7

AIRPORT PROGRAM / GRANT MANAGEMENT SERVICES, 2017

Revised February 27, 2017

OVERVIEW

Effective February 9, 2016, Mead & Hunt, Inc. (“Consultant”) and the County of Sonoma (“County”) entered into an Agreement for As Needed Professional Services (the “Master Agreement”). Pursuant to Section 1.1 of the Master Agreement, Consultant and County may execute task orders by which County requests and Consultant agrees to perform certain professional services. This “Task Order 7” is entered into between County and Consultant pursuant to the Master Agreement for Consultant to provide general, program, and grant management consulting services for the Charles M. Schulz-Sonoma County Airport (Airport) in Santa Rosa, California. The terms of the Master Agreement shall control all work performed hereunder.

SCOPE OF SERVICES

At the direction of the County, the Consultant to provide general, program, and grant management consulting services for the Airport. Consulting services include, but are not limited to: architectural, engineering, planning, environmental, construction, and financial consulting. Typical tasks may include, but are not limited to: assisting the County in the administration and development of the capital improvement plans, grant management, project administration, engineering or architectural studies, property acquisition and easement assistance, assistance with environmental documents, airspace studies, air service analysis, Airport management and business consulting, coordination and meetings, and other related services as directed by the County. The following work is included in this scope of services:

Phase	Element	Budget Allocation
1.0	Pavement management projects, supply technical specifications and drawings for bid solicitation (2017 and 2018 projects allocated)	\$80,000
2.0	Construction Engineer of Record services	\$75,000
3.0	Modular ticketing for American Airlines	\$45,000
4.0	ACIP, CIP, and Grant Application Support	\$15,000
		\$215,000

Consultant to perform work on specific Phases only upon the direction of the County.

Phase Descriptions

- 1.0 Pavement Management Projects.** The Consultant will prepare designs, plans, and technical specifications for bidding pavement management or maintenance projects (2017 & 2018). Bidding packages will be stamped by a California licensed Engineer. Consultant will provide assistance during bidding. County to conduct solicitation and procurements.
- 2.0 Construction Engineer of Record Services.** For bidding packages prepared by the Consultant, the Consultant will have representatives available to assist during the construction of the project to respond to requests for information and the review of project submittals and shop drawings. Efforts also include attending meetings and site visits as requested, and assisting with the final construction reporting and record drawings.

3.0 Modular Ticketing for American Airlines. American Airlines intends to begin providing commercial service at the Airport in February of 2017. In order to provide temporary ticketing and airline office space for American Airlines, as well as a potential future airline, the Airport intends to purchase, renovate, and place a modular building north of the existing terminal in or near the existing rental car parking lot.

The Airport has engaged the Sonoma County General Services Department to procure the modular building, and provide the construction services required for its placement and connection to services and the existing terminal.

Mead & Hunt will support the procurement as requested by the Airport, and will provide the following services:

1. Geotechnical services composed of two soil borings at the site and provision of soil design parameters, if required by the modular building supplier.
2. Topographic survey and base map for the area where the modular building will be placed.
3. Architectural, electrical and technology drawings, and code analysis for the interior renovations, which are required within the modular building, will be provided. This effort will also include locating where new door locations are required on the exterior of the modular building, and the layout of entry and exit ramps for compliance with building codes. (The ramps will be purchased and provided by others.)
4. Electrical and communications infrastructure design between the existing terminal and the modular building.
5. Consultation, drawings and/or specifications support for a baggage conveying system and enclosure between the modular building and the existing TSA screening room of the terminal.
6. Site civil services to support the building include providing a demolition plan, grading plan, ADA path of travel (POT) improvements, as well as completion of the Grading Permit Required Application Contents Form GRD-004, Grading and Drainage Supplemental Information Form GRD-005, Drainage Report Required Contents Form DRN-006, and Standard Urban Storm Water Mitigation Plan Questionnaire NPD-004.

Drawings of the modular building itself, the HVAC system, the foundations and any permitting information required for the building itself, will be completed by others.

4.0 ACIP, CIP, and Grant Application Support

This effort includes meeting with the FAA to support ACIP projects, preparing ACIP documents as well as a list of 10-year CIP projects with costs, and various federal, state, and local grant applications and associated estimates of probable construction costs.

CONSULTANT EXPERTISE REQUIRED

Work under this scope of services to be performed under the supervision of civil engineers, architects, and planners (as appropriate / required) experienced in the planning and design of airport projects in accordance with FAA, CALTRANS, and County. Consultant may employ other subconsultants required to complete this contract, if necessary. The Consultant's Engineers and subconsultants shall be registered in the State of California to practice their professions.

EXCLUDED SERVICES

The County and Consultant agree that the following items are excluded from this Scope of Services / Agreement, and if added to the work will be considered as extra services:

1. Any fees or permits from County, State, City, utility companies, etc.

COMPENSATION FOR SERVICES

For work described in this scope of services, Consultant shall be compensated on a time-and-expense basis not to exceed **Two Hundred Fifteen Thousand Dollars (\$215,000)** in accordance with the current Mead & Hunt, Inc. Western Standard Billing Rate Schedule, effective January 1, 2017, attached to this scope as *Exhibit B*. Specific tasks and fees will be authorized by the County prior to start of work. This fee shall not be exceeded without the prior written authorization from the County.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order 7 as of the effective date.

CONSULTANT: MEAD & HUNT, INC

COUNTY: COUNTY OF SONOMA

By: _____

By: _____

Department Head

Name: _____

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

Title: Vice President

By: _____

Department Head

Date: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____

County Counsel

Date: _____

MEAD & HUNT, Inc.
Western Standard Billing Rate Schedule
Effective January 1, 2017

Standard Billing Rates

Clerical.....	\$80.00 / hour
Interior Designer, Technical Editor	\$106.00 / hour
Senior Editor.....	\$156.00 / hour
Registered Land Surveyor.....	\$120.00 / hour
Accounting, Administrative Assistant.....	\$98.00 / hour
Technician I, Technical Writer	\$91.00 / hour
Technician II, Surveyor - Instrument Person	\$106.00 / hour
Technician III	\$114.00 / hour
Technician IV.....	\$138.00 / hour
Senior Technician.....	\$165.00 / hour
Engineer I, Scientist I, Architect I, Planner I	\$125.00 / hour
Engineer II, Scientist II, Architect II, Planner II.....	\$137.00 / hour
Engineer III, Scientist III, Architect III, Planner III	\$148.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist..	\$169.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner	\$182.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner.....	\$222.00 / hour
Senior Associate.....	\$271.00 / hour
Principal.....	\$281.00 / hour
Senior Client/Project Manager.....	\$281.00 / hour

Expenses

Geographic Information or GPS Systems	\$32.00 / hour
Total Station Survey Equipment.....	\$16.00 / hour
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	\$ IRS rate / mile*
---------------------------------------	---------------------

*** the current IRS rate as of Feb. 2, 2017 is: 53.5 cents per mile**

Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance.....	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2017, and will remain in effect until December 31, 2017, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: March 28, 2017

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Susan Klassen (707) 565-2440

Supervisorial District(s):

First

Title: Boyes Boulevard Road Bridge Replacement Project

Recommended Actions:

Approve resolution authorizing the Chair to execute a Right of Way Contract to purchase a utility easement for the Boyes Boulevard Road Bridge Replacement Project, with August V. Venezia Jr., and Donna L. Venezia, husband and wife, and Patricia Venezia, Trustee of the Patricia Venezia Trust dated November 21, 2013 (APN 056-391-022), for \$3,650, which includes \$0 for severance damages; Project C01147.

Executive Summary:

The Department of Transportation and Public Works (TPW) is requesting the Board of Supervisors approve a resolution for, and authorize the Chair to execute a Right of Way Contract, for the purchase of a utility easement on behalf of Pacific Gas and Electric Company (PG&E) required for the Boyes Boulevard Road Bridge Replacement Project. Staff is proposing to replace the existing two-lane Boyes Boulevard Bridge with a new two-lane bridge designed to meet current design standards including improvements to roadway approaches and appurtenant facilities. The replacement bridge will comply with current roadway, drainage, and bridge standards and accommodate the 100-year storm event with freeboard as specified by the County of Sonoma.

The project is one of nine remaining bridges in the State of California's Mandatory Seismic Retrofit Program. Project construction is expected to begin in 2018.

Discussion:

The Venezia property is a 10,260 square foot lot located at the southwest corner of Boyes Boulevard and Mulberry Avenue. The site fronts Boyes Boulevard on its northern property line and Mulberry Avenue on its eastern property line. The property is improved with a duplex house, and according to public records, the building is 2,068 square feet. The project requires the acquisition of a permanent

utility easement located at the northwest corner of the property for anchors, guy wires and cables, guy stubs and fixtures.

The property owners have signed a Right of Way Contract and an Easement Deed conveying utility easement rights to PG&E. No Certificate of Acceptance is required for signature by the Chair as the easement rights are not being conveyed to the County.

The construction cost of this project is an estimated \$5,070,000 and this piece of right of way is less than one percent of the overall project cost. This Project is funded with 88.53% federal bridge program funds and 11.47% local matching funds, of which Sonoma Valley Traffic Mitigation fees will be used for this purchase. Both California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) environmental clearances have been obtained for this project. If this purchase is not approved, it could cause significant delays in project schedule.

Prior Board Actions:

1/24/17 No. 16: Board approved Right of Way Contracts with Benjamin Cesar Salgado and Gloria D. Robles for partial fee purchases, temporary construction easements and one slope easement for the Boyes Boulevard Bridge Replacement Project.

12/13/16 No. 45: Board approved a Purchase Agreement with Linas A. Baranauskas for a full fee purchase for the Boyes Boulevard Bridge Replacement Project.

3/17/15 No.20: Board approved an agreement with Associated Right of Way Services, Inc. for five federal bridge projects including the Boyes Boulevard Bridge Replacement project; 5/7/13 No. 28 Board approved an engineering design contract with Moffat and Nichol for the Boyes Boulevard Bridge Replacement Project.

Strategic Plan Alignment Goal 3: Invest in the Future

The project invests in the future by replacing aging public infrastructure to ensure a reliable transportation network for the community.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$3,650		
Additional Appropriation Requested			
Total Expenditures	\$3,650		
Funding Sources			
General Fund/WA GF			
State/Federal	\$3,231		
Fees/Other	\$419		
Use of Fund Balance			
Contingencies			
Total Sources	\$3,650		
Narrative Explanation of Fiscal Impacts:			
Appropriations are budgeted in the Roads Capital Improvement Budget. This project is funded with grants from the federal bridge program and the local match will use Sonoma Valley Traffic Mitigation 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:			
Resolution; Location Map; Acquisition Map; Agreement(s)			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma
State of California

Date: March 28, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing Execution Of A Right of Way Contract For The Boyes Boulevard Bridge Replacement Project With August V. Venezia, Jr., Donna L. Venezia and Patricia Venezia, Trustee of the Patricia Venezia Trust dated November 21, 2013 (APN: 056-391-022); Authorizing a Payment Totaling \$3,650, Including \$-0- Severance For The Property Interests Conveyed to Pacific Gas & Electric Company; Authorizing Proration And Transfer Of Taxes On Said Lands, And Authorizing Refunds, if Applicable, Pursuant to §§ 4986 and 5096 of the Revenue and Taxation Code (Project C01147)

Whereas, a Right of Way Contract dated January 21, 2017, and a copy of an Easement Deed dated January 21, 2017, conveying the easement described therein to Pacific Gas & Electric Company, has been tendered to this Board of Supervisors by August V. Venezia, Jr. and Donna L. Venezia, husband and wife, and Patricia Venezia, Trustee of the Patricia Venezia Trust dated November 21, 2013; and

Whereas, the County of Sonoma is requires securing said easement for a bridge replacement project on Boyes Boulevard in Sonoma;

Now, Therefore, Be It Resolved that the Chair of the Board is authorized and directed to execute the Right of Way Contract in connection with said conveyance to Pacific Gas & Electric Company; and

Be It Further Resolved that the financial consideration for said easement purchase totals \$3,650; and

Be It Further Resolved that as part of the total financial consideration above, the County Auditor and Treasurer are authorized and directed to draw warrants on the Roads Capital Improvement Budget, in the sum of \$3,650 payable to First American Title Company, Escrow No. 4904-4433985 (Venezia) payable to August V. Venezia, Jr., and Donna L. Venezia, husband and wife and Patricia Venezia, Trustee of the Patricia Venezia Trust dated November 21, 2013; said sum representing the financial consideration agreed upon in connection with the herein described conveyance; and

Be It Further Resolved that pursuant to §§ 4986 and 5096 of the Revenue and Taxation Code of the State of California, the County Auditor and Assessor be and hereby are authorized and directed to prorate, transfer and refund (if applicable) the taxes as of this date on the herein

Resolution #

Date:

Page 2

described lands conveyed to the County of Sonoma more particularly in Exhibit "A" attached hereto; and

Be It Further Resolved that the County Recorder is authorized and directed to record said deed at no cost to the County as provided under Government Code § 6103.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

So Ordered.

Exhibit "A"
UTILITY EASEMENT LEGAL DESCRIPTION

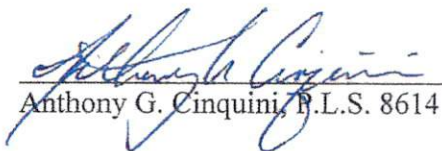
Lying within the Petaluma Rancho, County of Sonoma, State of California, being a portion of Lot 2 as shown upon Parcel Map No. 7964 filed for record in Book 371 of Maps, Pages 18 and 19, Sonoma County Records, also being a portion of the Lands of Patricia Venezia, Trustee of The Patricia Venezia Trust dated November 21, 2013 as to an undivided 25% interest as described in deed recorded under Document Number 2013-118196, Sonoma County Records and August V. Venezia, Jr. and Donna L. Venezia, husband and wife as Joint Tenants, as to an undivided 75% interest described in deed recorded under Document Number 2005-111710, Sonoma County Records, said portion is more particularly described as follows:

BEGINNING at the northwest corner of said Lot 2, from which the northerly most corner of said Lot 2 bears North 69°50'00" East, 60.01 feet as shown on said Parcel Map No. 7964, said northwest corner also being a point on the southerly right of way line of Boyes Boulevard as shown on the Record of Survey filed in Book 761 of Maps at Pages 15 and 16, Sonoma County Records; thence easterly along the northerly line of said Lot 2 and the southerly line of said right of way North 69°50'00" East 4.00 feet, thence leaving said northerly line and said southerly right of way South 20°10'00" East 10.00 feet; thence South 69°50'00" West 4.00 feet to the westerly line of said Lot 2; thence along said westerly line North 20°10'00" West, 10.00 feet to the POINT OF BEGINNING.

Containing 40 Square Feet more or less.

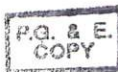
Being a portion of APN 056-391-022

Prepared by Cinquini & Passarino, Inc.


Anthony G. Cinquini, P.L.S. 8614






1/28/16
Date







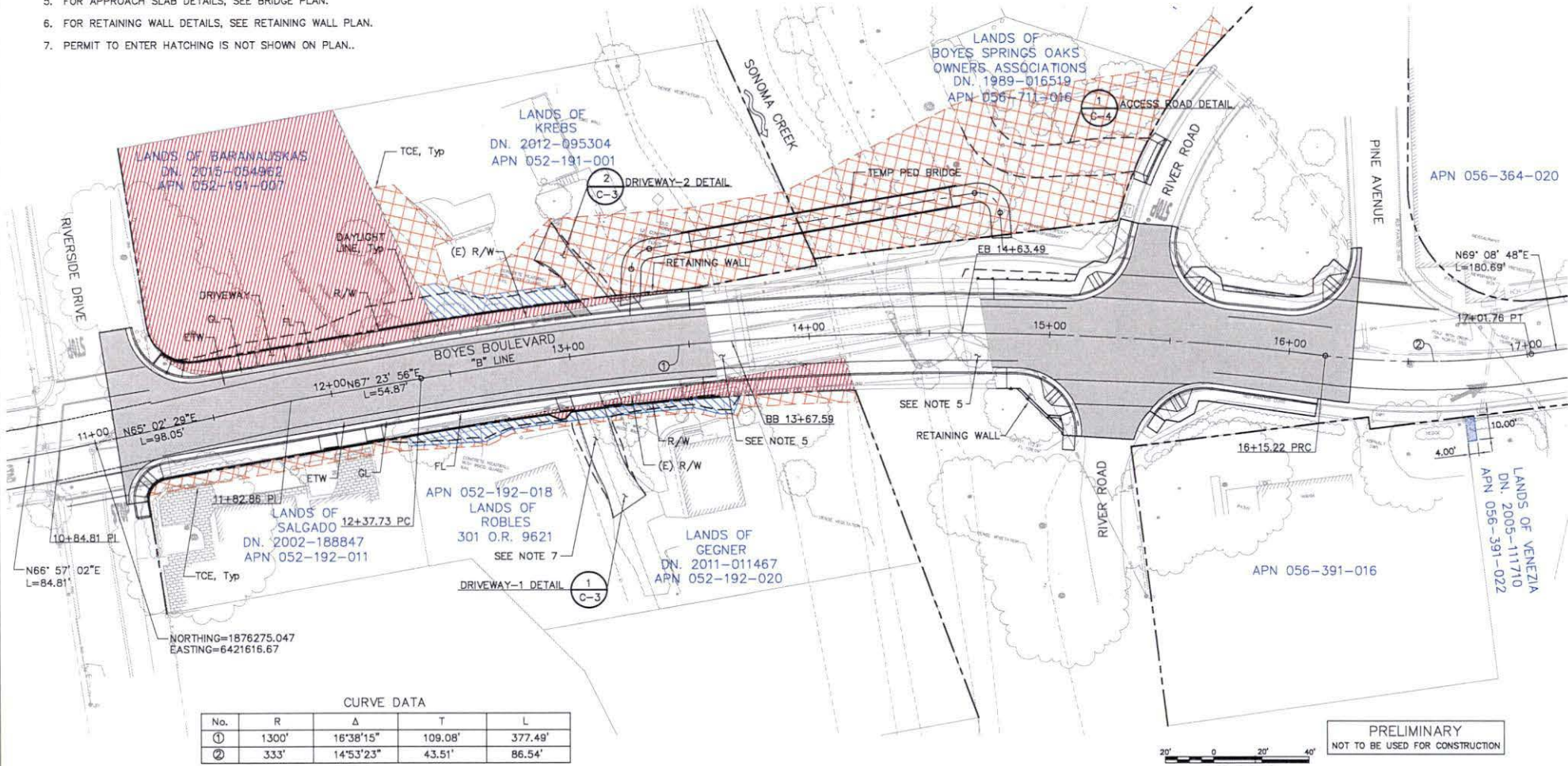
NOTES:

1. ALL CALLOUTS REFERENCE "B" LINE UNLESS OTHERWISE NOTED.
2. FOR ADDITIONAL DETAILS, SEE CONSTRUCTION DETAILS SHEETS.
3. UNLESS OTHERWISE NOTED ON PLANS, SEE CALTRANS STANDARD PLAN A10A AND REVISED STANDARD PLAN A10B FOR ABBREVIATIONS.
4. FOR BRIDGE DETAILS, SEE BRIDGE PLANS.
5. FOR APPROACH SLAB DETAILS, SEE BRIDGE PLAN.
6. FOR RETAINING WALL DETAILS, SEE RETAINING WALL PLAN.
7. PERMIT TO ENTER HATCHING IS NOT SHOWN ON PLAN.

LEGEND

-  AC Pmnt RECONSTRUCTION
-  Const DETAIL REFERENCE
-  CREEK FLOWLINE

-  Permanent Right of Way Acquisition
-  Permanent Slope Easement
-  Temporary Construction Easement
-  Permanent Utility Easement



CURVE DATA

No.	R	Δ	T	L
①	1300'	16°38'15"	109.08'	377.49'
②	333'	14°53'23"	43.51'	86.54'

PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION



95% DRAFT - IN PROGRESS

DESIGN:	-	*AS BUILT* INFORMATION TO BE COMPLETED AFTER CONSTRUCTION	DATE	REVISION	BY	APPROVED
DRAWING:	-					
CHECKED:	TH					
DATE:	2016	REGISTERED CIVIL ENGINEER:				

moftatt & nichol
 2185 NORTH CALIFORNIA BLVD, SUITE 500
 WALNUT CREEK, CALIFORNIA 94096
 (925) 944-5411

COUNTY OF SONOMA
 2300 COUNTY CENTER DRIVE, SUITE 8 100
 SANTA ROSA, CALIFORNIA 95403
 (707) 565-2231

**BOYES BLVD
BRIDGE REPLACEMENT**

ROW FIGURE

ROAD NUMBER	BUDGET NUMBER	FISCAL YEAR	SHEET NUMBER	TOTAL SHEETS
56106	CD1147	2014-15	-	-

EXHIBIT 'B'

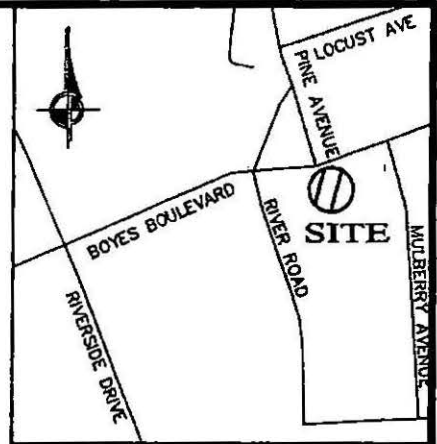
THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY.
ANY ERRORS OR OMISSIONS SHALL NOT EFFECT
THE LEGAL DESCRIPTION.

ABBREVIATIONS

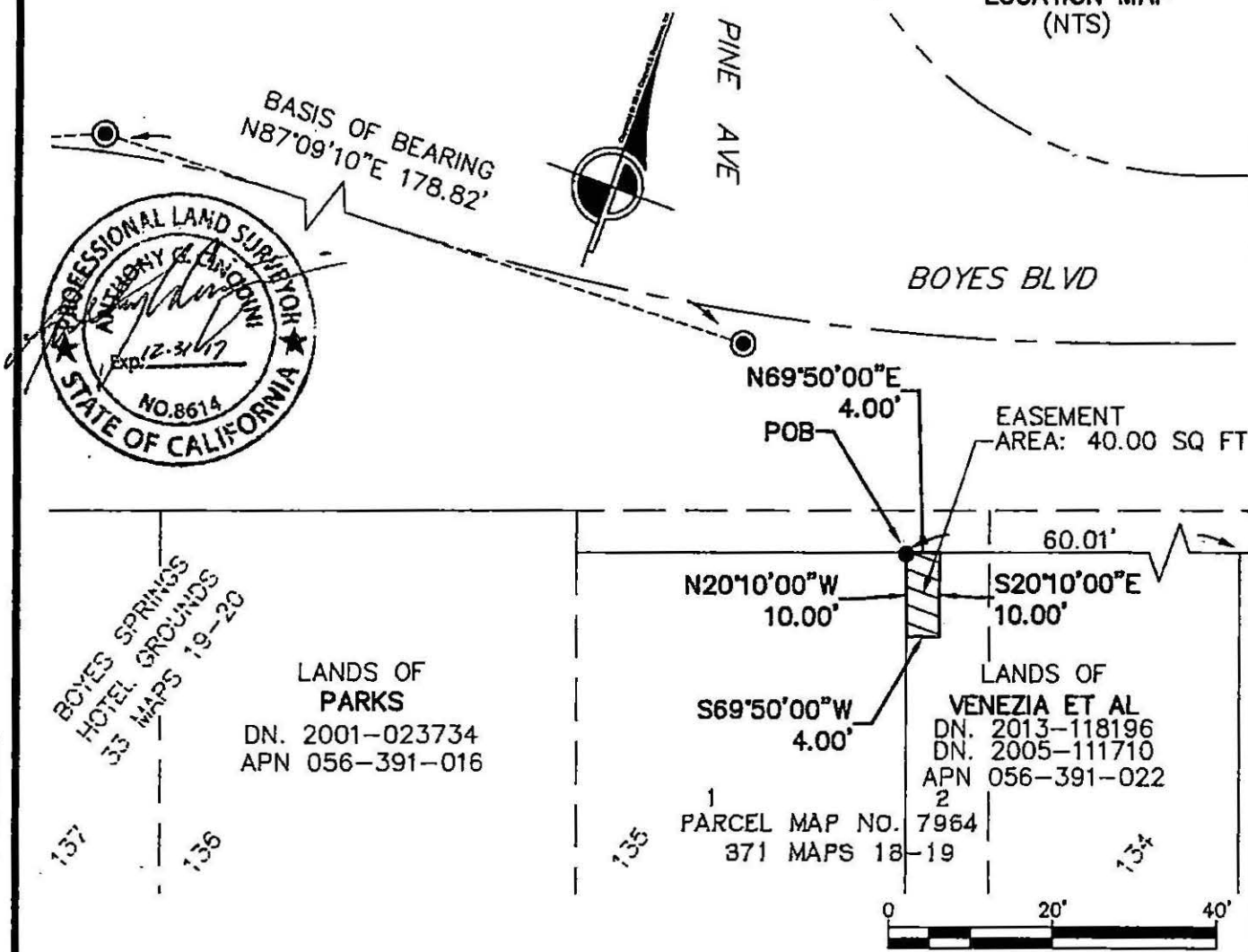
- DN = DOCUMENT NUMBER
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- PUE = PUBLIC UTILITY EASEMENT
- OR = OFFICIAL RECORDS

- ⊙ = FND 2" BRASS DISK NO TAG IN MONUMENT WELL
- = FND 1/2" IRON PIPE NO TAG

BASIS OF BEARINGS:
PARCEL MAP 7964 FILED FOR
RECORD IN BOOK 371 MAPS,
PAGES 18-19, S.C.R.



BOYES HOT SPRINGS AREA
LOCATION MAP
(NTS)



BOYES SPRINGS
HOTEL GROUNDS
33 MAPS 19-20

C:\DDT\6632\dwg\Legal Desc Plots\6632.058-391-022 UTIL.dwg
Jan 28, 2016 4:34pm

OWNER AND MAILING ADDRESS		PROPERTY AREAS		COUNTY OF SONOMA	
PATRICIA VENEZIA TRUST 90 JACKSON DRIVE NOVATO, CA 94947		ORIGINAL PARCEL: <u>0.24± ACRES</u> EASEMENT: <u>40± SQ FT</u>		UTILITY EASEMENT VENEZIA ET AL TO PG&E	
A.P. No. <u>056-391-022</u> D.N. 2013-118196 O.R. No. <u>D.N. 2005-111710</u> Prop Ad. <u>244 Boyes Blvd, Sonoma</u>		NE 1/4 OF NE 1/4 ,SEC 2 T5N, R6W, M.D.M. (PROJECTED) PETALUMA RANCHO		Scale: 1"=20' Date: 1/26/2016	
DWN CHK		APPROVED		FILE NO.	

P.G. & E.
COPY

COUNTY OF SONOMA
DEPT. OF TRANSPORTATION AND PUBLIC WORKS
Santa Rosa, California

January 20, 2017

Federal ID No.: BRLS STPLZ 5920(059)

Owner: August V. Venezia, Jr., and Donna L. Venezia, husband and wife and Patricia Venezia,
Trustee of the Patricia Venezia Trust dated November 21, 2013

A.P. Number: 056-391-022

Project Name: Boyes Boulevard Bridge Replacement Project

County Project No.: CO1147

RIGHT OF WAY CONTRACT - PUBLIC HIGHWAY

Exhibit A, in the form of an Easement Deed covering the property particularly described in the above instruments, has been executed and delivered to Associated Right of Way Services, Right of Way Consultant for the County of Sonoma on behalf of the acquiring agency, the County of Sonoma ("County").

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of Sonoma of all further obligation or claims on the account, or on account of the location, grade or construction of the proposed public improvement.
 - (B) Grantee requires said property described in Exhibit A, for County roadway and bridge purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.
 - (C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. The County of Sonoma shall:
 - (A) Pay the undersigned Grantor the sum of \$3,650.00 for the property of interest conveyed by above documents when title to said property interests vest in Pacific Gas and Electric Company, a California corporation free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:

- a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
- b. Covenants, conditions, restrictions and reservations of record, or contained in the above referenced document.
- c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- d. Such matters as may be waived by the County of Sonoma's Right of Way Manager, or designated representative.

(B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the County, the premium charged therefor.

(C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

3. Any or all monies payable under this contract, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with terms and conditions of said trust deed(s) or mortgage(s) shall, upon demand(s) be made payable to the mortgage(s) or beneficiary(s) entitled thereunder; said mortgage(s) or beneficiary(s) to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

4. Grantor hereby authorizes County to prepare and file escrow instructions in accordance with this Contract on behalf of both parties. This transaction will be handled by First American Title Company, 627 College Avenue, Santa Rosa, CA 95404; Escrow No. 4904-4433985.

5. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the permanent property rights being purchased by the County of Sonoma, including the right to remove and dispose of improvements, shall commence upon acceptance of this contract by the Sonoma County Board of Supervisors and deposit of funds in escrow controlling this transaction, or upon the close of escrow, whichever occurs first, and that the amount of \$3,650.00 includes, but is not limited to, full payment for such possession and use, and damages, if any, from said date

6. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor further agrees to hold the County of Sonoma harmless and reimburse the County of Sonoma for any and all of their losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month.

7. The undersigned Grantor hereby agrees and consents to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waives any and all claims to any money that may now be on deposit in said action.

8. At no expense to the Grantor and at the time of the project construction, Pacific Gas and Electric shall construct the following improvements as shown on approved plans on file with the Department of Transportation and Public Works: Such anchors, guy wires and cables, guy stubs, and fixtures as Pacific Gas and Electric deems necessary.

Except for landscaping and the irrigation system; all site improvements and utilities located within the proposed acquisition area will be repaired, replaced or relocated as a cost to the project. Grantor shall be responsible for replacing any and all landscaping impacted by the project and repair any damage to the irrigation system at their sole cost.

9. All work done under this agreement shall conform to all applicable building, fire, and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the County of Sonoma, shall be left in as good condition as found.

10. The Grantor hereby represents and warrants that during the period of Grantor's ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the property which may have occurred prior to Grantor taking title to the property.

The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under federal or state law, the County may elect to recover its clean-up costs from those who caused or contributed to the contamination.

11. County agrees to indemnify and hold harmless Grantor from any liability arising out of County's operations under this agreement. County further agrees to assume responsibility for any damages proximately caused by reason of County's operations under this agreement and County will, at its option, either repair or pay for such damage.

12. This agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this agreement.

13. Grantor understands that this agreement is subject to the approval of the Sonoma County Board of Supervisors. Further, that this agreement shall have no force or effect unless and until said approval has been obtained.

14. In the event of a breach of this agreement by Grantor, County shall be entitled to pursue any and all remedies available to it against Grantor, including without limitation, claims for all damages attributable to Grantor's breach, and specific performance of this agreement.

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

By GRANTOR this 2/8 day of January, 20 17.

By COUNTY this _____ day of _____, 20 _____.

GRANTOR:

By: [Signature]
August V. Venezia, Jr.

By: [Signature]
Donna L. Venezia

By: [Signature]
Patricia Venezia, Trustee of the
Patricia Venezia Trust dated November 21, 2013

COUNTY OF SONOMA:

By: _____
Chair, Board of Supervisors

Attest:

By: _____
Clerk, Board of Supervisors

Reviewed as to Substance:

By: _____
Director, Department of
Transportation and Public Works

Date: _____

Approved as to Form:

By: _____
County Counsel

Date: _____

By: Kathy Wood
Right of Way Manager

Date: 2/27/17

By: _____
Project Engineer

Date: _____

EXHIBIT A
EASEMENT DEED

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 105
P.O. Box 77000
San Francisco, California 94177

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2405-06-

EASEMENT DEED

PM# 31039425

AUGUST V. VENEZIA, JR., and DONNA L. VENEZIA, husband and wife,
PATRICIA VENEZIA, Trustee of The Patricia Venezia Trust dated November 21, 2013,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the County of Sonoma, State of California, described as follows:

(APN 056-391-022)

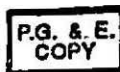
The parcels of land conveyed by Patricia Venezia to Patricia Venezia, Trustee of The Patricia Venezia Trust by deed dated December 13, 2013 and recorded as Document No. 2013118196 Sonoma County Records, and therein designated PARCEL ONE and PARCEL TWO.

Said facilities and easement area are described as follows:

Such anchors, guy wires and cables, guy stubs, and fixtures as Grantee deems necessary located within the parcel of land described in Exhibit "A" and shown upon EXHIBIT 'B' attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.



Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within said easement area (including ingress thereto and egress therefrom).

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: _____, _____.

August V. Venezia, Jr.

Donna L. Venezia

PATRICIA VENEZIA, Trustee of The Patricia Venezia Trust dated November 21, 2013

Patricia Venezia, Trustee

Area 7 - Sonoma

Land Service Office: Santa Rosa

Operating Department: Electric Distribution
(M.D.M., T5N, R6W, SEC. 2, NE¼ of NE¼)

RANCHO: Petaluma

FERC License Number(s): N/A

PG&E Drawing Number(s): N/A

PLAT NO.: LL3315

LD of any affected documents: N/A

LD of any Cross-referenced documents: N/A

TYPE OF INTEREST: 03, 06, 43

SBE Parcel Number: N/A

(For Quitclaims, % being quitclaimed): N/A

PM# 31039425 (0070)

JCN: N/A

County: Sonoma

Utility Notice Numbers: N/A

851 Approval Application No. ___ Decision: N/A

Prepared By: RGR

Checked By: CSSB *[Signature]*

S:\GenlSvcs\Land\R_W 2015\SONOMA\31039425e & 31101492g Boyes BLVD, Sonoma\31039425.doc

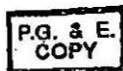


Exhibit "A"
UTILITY EASEMENT LEGAL DESCRIPTION

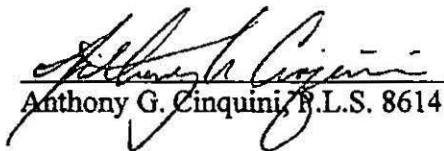
Lying within the Petaluma Rancho, County of Sonoma, State of California, being a portion of Lot 2 as shown upon Parcel Map No. 7964 filed for record in Book 371 of Maps, Pages 18 and 19, Sonoma County Records, also being a portion of the Lands of Patricia Venezia, Trustee of The Patricia Venezia Trust dated November 21, 2013 as to an undivided 25% interest as described in deed recorded under Document Number 2013-118196, Sonoma County Records and August V. Venezia, Jr. and Donna L. Venezia, husband and wife as Joint Tenants, as to an undivided 75% interest described in deed recorded under Document Number 2005-111710, Sonoma County Records, said portion is more particularly described as follows:

BEGINNING at the northwest corner of said Lot 2, from which the northerly most corner of said Lot 2 bears North 69°50'00" East, 60.01 feet as shown on said Parcel Map No. 7964, said northwest corner also being a point on the southerly right of way line of Boyes Boulevard as shown on the Record of Survey filed in Book 761 of Maps at Pages 15 and 16, Sonoma County Records; thence easterly along the northerly line of said Lot 2 and the southerly line of said right of way North 69°50'00" East 4.00 feet, thence leaving said northerly line and said southerly right of way South 20°10'00" East 10.00 feet; thence South 69°50'00" West 4.00 feet to the westerly line of said Lot 2; thence along said westerly line North 20°10'00" West, 10.00 feet to the POINT OF BEGINNING.

Containing 40 Square Feet more or less.

Being a portion of APN 056-391-022

Prepared by Cinquini & Passarino, Inc.


Anthony G. Cinquini, P.L.S. 8614



Date 1/28/16

EXHIBIT 'B'

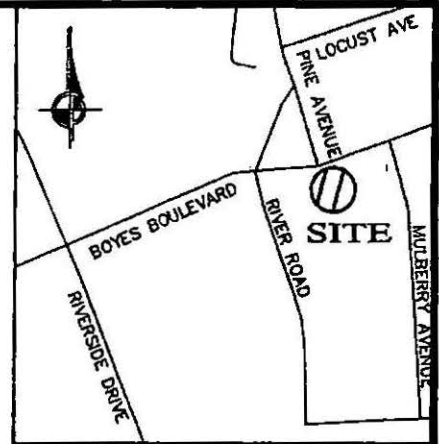
THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY.
ANY ERRORS OR OMISSIONS SHALL NOT EFFECT
THE LEGAL DESCRIPTION.

ABBREVIATIONS

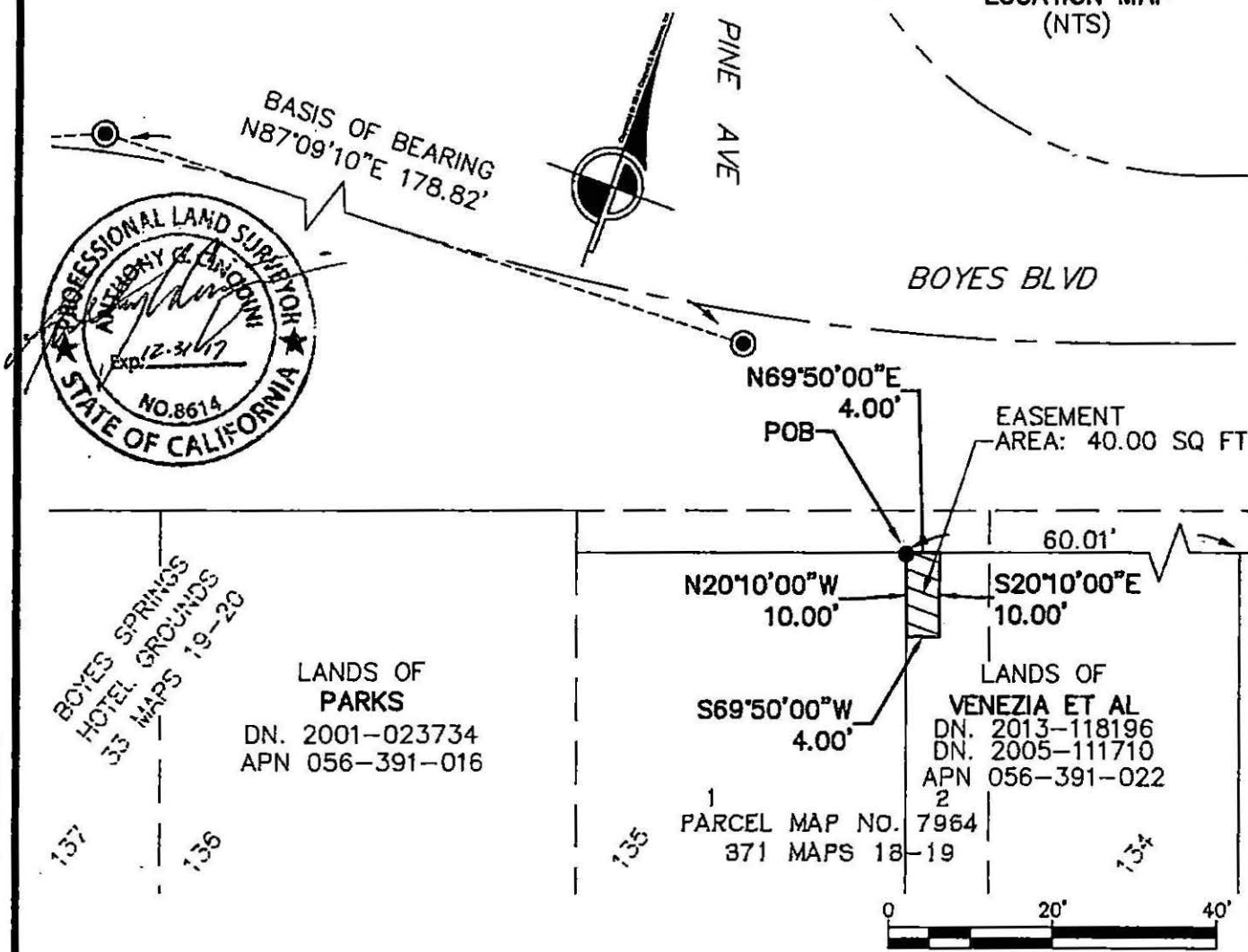
- DN = DOCUMENT NUMBER
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- PUE = PUBLIC UTILITY EASEMENT
- OR = OFFICIAL RECORDS

- ⊙ = FND 2" BRASS DISK NO TAG IN MONUMENT WELL
- = FND 1/2" IRON PIPE NO TAG

BASIS OF BEARINGS:
PARCEL MAP 7964 FILED FOR
RECORD IN BOOK 371 MAPS,
PAGES 18-19, S.C.R.



BOYES HOT SPRINGS AREA
LOCATION MAP
(NTS)



C:\DDT\6632\dwg\Legal Desc Plats\6632.058-391-022 UTIL.dwg
Jan 28, 2018 4:34pm

OWNER AND MAILING ADDRESS		PROPERTY AREAS		COUNTY OF SONOMA	
PATRICIA VENEZIA TRUST 90 JACKSON DRIVE NOVATO, CA 94947		ORIGINAL PARCEL: <u>0.24± ACRES</u> EASEMENT: <u>40± SQ FT</u>		UTILITY EASEMENT VENEZIA ET AL TO PG&E	
A.P. No. <u>056-391-022</u> D.N. <u>2013-118196</u> O.R. No. <u>D.N.2005-111710</u> Prop Ad. <u>244 Boyes Blvd, Sonoma</u>		NE 1/4 OF NE 1/4 ,SEC 2 T5N, R6W, M.D.M. (PROJECTED) PETALUMA RANCHO		Scale: 1"=20' Date: 1/26/2016	
DWN CHK		APPROVED		FILE NO.	

P.G. & E.
COPY



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: March 28, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-2241

Supervisorial District(s):

First

Title: Disbursement of FY 16/17 First District Advertising Funds.

Recommended Actions:

Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for FY 16/17: Sonoma Valley Chamber of Commerce, \$2,500; Kenwood Education Foundation, \$1,500; Council on Aging, \$1,000; 6th Street Playhouse, \$1,000; Sonoma Valley Volunteer Firefighters Association, \$5,000; Agricultural Community Events Farmers' Market, \$2,000; Valley of the Moon Music Festival, \$1,500; Sonoma Valley Vintners and Growers, \$4,000; Sonoma Valley Visitor's Bureau and Sonoma Raceway, \$3,000; Valley of the Moon Natural History Association and Jack London Park Partners, \$1,000; and Sonoma County Dance Theater / Dancers Group, \$500.

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 First District has reviewed the applications and wishes to recommend the following FY 16/17 advertising grant awards to the following entities:

- 1) Sonoma Valley Chamber of Commerce for advertising and promotion of the 2017 LOCALFEST event benefiting local businesses and development; grant award of \$2,500.
- 2) Kenwood Education Foundation for advertising and promotion of the "Under the Kenwood Sun" Fundraising event benefiting Kenwood schools, grant award of \$1,500.
- 3) Council on Aging for advertising and promotion of the 2017 Sonoma Wine Country Senior Games which encourages healthy living for seniors, grant award of \$1,000.
- 4) 6th Street Playhouse for advertising and promotion of their 2017 Spring Season of professional theater, grant award of \$1,000.
- 5) Sonoma Valley Volunteer Firefighters Association for advertising and promotion of the 4th of July Parade and Fireworks, grant award of \$5,000.

- 6) Agricultural Community Events Farmers' Market for advertising and promotion of The Springs Certified Farmers' Market at Larson Park (July-September 2017), grant award of \$2,000.
- 7) Valley of the Moon Music Festival for advertising and promotion of the classical music festival's 2017 Summer Season, grant award of \$1,500.
- 8) Sonoma Valley Vintners and Growers for advertising and promotion of the inaugural "Signature Sonoma Valley Event" promoting education and awareness of the valley's vintners, growers, and wine, grant award of \$4,000.
- 9) Sonoma Valley Visitor's Bureau and Sonoma Raceway for advertising and promotion of the "NASCAR Shuttle" benefiting small businesses and transportation efficiencies during the 5-day race event, grant of \$3,000.
- 10) Valley of the Moon Natural History Association and Jack London Park Partners for advertising and promotion of the "Taste of the Wild" food and wine pairing contest benefitting Jack London State Park, grant of \$1,000.
- 11) Sonoma County Dance Theater / Dancers Group for advertising and promotion of "Into the Heartwood" performance at Luther Burbank Center, grant of \$500.

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:			
7/19/2016 – Awarded FY 16/17 Category E grants. 12/13/2016 – 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 - FY 16-17			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	23,000		
Additional Appropriation Requested			
Total Expenditures	23,000		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	23,000		
Use of Fund Balance			
Contingencies			
Total Sources	23,000		
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: 7
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: March 28, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt 565-2241

Supervisory District(s):

Second District

Title: Disbursement of FY 16-17 Second District Advertising Funds.

Recommended Actions:

Approve Advertising Program grant Awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for FY 16/17: Children's Museum of Sonoma County, \$1,000; Cinnabar Arts Corporation on behalf of Cinnabar Arts Org, \$2,000; Cotati Chamber of Commerce, \$1,500; North Coast Ballet California, \$800; Sonoma County Bach Society, \$500; Sonoma County Farm Trails, \$2,500; and The Cotati Accordion Festival, Inc., \$2,000.

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 Second District has reviewed applications and wishes to recommend a FY 16/17 advertising grant award to the following non-profits:

- 1.) Children's Museum of Sonoma County for advertising and promotion of events and exhibits; grant award of \$1,000.
- 2.) Cinnabar Arts Corporation on behalf of Cinnabar Arts Org for advertising and promotion of a spring theater production; grant award of \$2,000.
- 3.) Cotati Chamber of Commerce for advertising and promotion of Oktoberfest, Shop & Stroll and Jazz Festival; grant award of \$1,500.
- 4.) North Coast Ballet California for advertising and promotion of performance events; grant award of \$800.
- 5.) Sonoma County Bach Society for advertising and promotion of music events; grant award of \$500.
- 6.) Farm Trails for advertising and promotion of the Gravenstein Apple fair, Farm Trails, map and guide and Blossoms, Bees and Barnyard Babies; grant award of \$2,500.
- 7.) The Cotati Accordion Festival, Inc. for advertising and promotion of the Cotati Accordion Festival; grant award of \$2,000.

Funds will be distributed upon approval of these awards by the Board and execution of the Advertising grant agreement contract by the entities. 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:

9/27/16 Awarded FY 16/17 Category E grant.

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 - FY 16-17

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 10,300		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 10,300
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 10,300	Total Sources	\$ 10,300

Narrative Explanation of Fiscal Impacts (If Required):

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

To: Board of Supervisors

Board Agenda Date: March 28, 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: A Theater for Children for "McQuadle A Dragon's Tale," \$500; North Coast Ballet California for "A Midsummer Night's Dream," \$1,000; Santa Rosa Symphonic Chorus for 2016-2017 Concert Season, \$500; Council on Aging Services for Seniors for Sonoma Wine Country Games, \$1,000; and Council on Aging Services for Seniors for Derby Day, \$2,500.

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.) A Theater for Children for "McQuadle A Dragon's Tale"; grant award of \$500.
- 2.) North Coast Ballet California for "A Midsummer Night's Dream"; grant award of \$1,000.
- 3.) Santa Rosa Symphonic Chorus for 2016-2017 Concert Season; grant award of \$500.
- 4.) Council on Aging Services for Seniors for Sonoma Wine Country Games; grant award of \$1,000.
- 5.) Council on Aging Services for Seniors for Derby Day; grant award of \$2,500.

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 – 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	5,500		
Additional Appropriation Requested			
Total Expenditures	5,500		
Funding Sources			
General Fund/WA GF	5,500		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	5,500		
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: 9
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: March 28, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor James Gore, 565-2241

Supervisorial District(s):

Fourth

Title: Disbursement of Fiscal Year 16/17 Fourth 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: Alexander Valley Film Society, \$2,500; Cloverdale Arts Alliance, \$2,500; Kiwanis Club of Cloverdale, \$750; Museums of Sonoma County, \$300; Sonoma County Farm Trails, \$750; Suscol Intertribal Council on behalf of Oaxaca Tierra Del Sol, \$1,000; Town of Windsor, \$1,000; Windsor Parks and Rec Foundation, \$2,000.

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 Fourth District has reviewed the applications and wishes to recommend the following FY 16/17 advertising grant awards:

- 1.) Alexander Valley Film Society for advertising and promotion of the Alexander Valley Film Festival; grant award of \$2,500.
- 2.) Cloverdale Arts Alliance for advertising and promotion of Friday Night Live at the Plaza; grant award of \$2,500.
- 3.) Kiwanis Club of Cloverdale for advertising and promotion of Cloverdale Vineyard Races; grant award of \$750.
- 4.) Museums of Sonoma County for advertising and promotion of 2016 Day of the Dead/Dia de los Muertos; grant award of \$300.
- 5.) Sonoma County Farm Trails for advertising and promotion of Weekend Along the Farm Trails; grant award of \$750.
- 6.) Suscol Intertribal Council on behalf of Oaxaca Tierra Del Sol for advertising and promotion of Guelaguetza 2017 Sonoma County; grant award of \$1,000.

- 7.) Town of Windsor for advertising and promotion of the 2017 Summer Nights on the Green; grant award of \$1,000.
- 8.) Windsor Parks and Rec Foundation for advertising and promotion of the Charlie Brown Christmas Tree Grove; 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:

12/13/16,– 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 - FY 16-17

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	10,800		
Additional Appropriation Requested			
Total Expenditures	10,800		

Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	10,800		
Use of Fund Balance			
Contingencies			
Total Sources	10,800		

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: 10
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: March 28, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins, 565-2241

Supervisorial District(s):

Fifth District

Title: Disbursement of Fiscal Year 16/17 Fifth 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: Farm Trails, \$4,333; Food For Thought, \$2,000; KOWS Community Radio, \$2,000; Suscol Intertribal Council on behalf of Oaxaca Tierra Del Sol, \$1,000; Sonoma County Pride, \$1,500; and West County Community Services, \$1,500.

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 Fifth District has reviewed the applications and wishes to recommend the following FY 16/17 advertising grant awards to the following non-profits:

- 1.) Farm Trails for advertising and promotion of the Gravenstein Apple Fair, Farm Trails, map and guide and Blossoms, Bees and Barnyard Babies events; grant award of \$4,333.
- 2.) Food For Thought for advertising and promotion of the annual Garden Tour, The Calabash Art Fundraiser and the Annual Dining Out For Life event; grant award of \$2,000.
- 3.) KOWS Community Radio for advertising and promotion for KOWS Community Radio; grant award of \$2,000.
- 4.) Suscol Intertribal Council on behalf of Oaxaca Tierra Del Sol for advertising and promotion of Guelaguetza 2017 event; grant award of \$1,000.
- 5.) Sonoma County Pride for advertising and promotion of the Sonoma County Pride Weekend, Parade and Festival; grant award of \$1,500.
- 6.) West County Community Services for advertising and promotion of Derby Day; grant award of \$1,500.

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:

9/27/16 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 - FY 16-17			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	12,333		
Additional Appropriation Requested			
Total Expenditures	12,333		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	12,333		
Use of Fund Balance			
Contingencies			
Total Sources	12,333		
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: 11
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: March 28, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-2241

Supervisorial District(s):

First

Title: Appointment

Recommended Actions:

Reappoint Lyndal-Marie Armstrong to the Sonoma County Mental Health Board effective 12/31/16 and expiring on 12/31/2018. (First District)

Executive Summary:

Reappoint Lyndal-Marie Armstrong to the Sonoma County Mental Health Board effective 12/31/16 and expiring on 12/31/2018. (First District)

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

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



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: March 28, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors, Board of Directors Sonoma County Water Agency

Staff Name and Phone Number:
Supervisor James Gore 565-2241

Supervisorial District(s):
Fourth District

Title: Gold Resolution

Recommended Actions:

Approve a Concurrent Gold Resolution thanking the Friends of Lake Sonoma along with all the other festival sponsors for their efforts to host the 9th annual Lake Sonoma Steelhead Festival.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment

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



County of Sonoma
State of California

Date: March 28, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

CONCURRENT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, AND THE BOARD OF DIRECTORS OF THE SONOMA COUNTY WATER AGENCY THANKING THE FRIENDS OF LAKE SONOMA ALONG WITH ALL OTHER FESTIVAL SPONSORS FOR THEIR EFFORTS TO HOST THE 9TH ANNUAL LAKE SONOMA STEELHEAD FESTIVAL.

Whereas, the Lake Sonoma Steelhead Festival, held on February 11th, 2017, provided families and community members with an opportunity to celebrate the return of Steelhead Trout to the Don Clausen Fish Hatchery at Lake Sonoma; and

Whereas, a record-breaking estimated 8,000 people were able to attend the festival and participate in family friendly activities and entertainment centered around local environmental and water education, particularly providing educational resources about local watershed science and steelhead trout biology; and

Whereas, this educational and recreational opportunity was an invaluable, free resource for Sonoma County residents; and

Whereas, the Friends of Lake Sonoma, the U.S. Army Corps of Engineers, the California Department of Fish & Wildlife, the Sonoma County Water Agency, and the Winegrowers of Dry Creek Valley all played an instrumental role in the success of this festival through their Platinum Level Sponsorship; and

Whereas, the Winegrowers of Dry Creek Valley provided valuable support through their Gold Level Sponsorship of the Steelhead Festival; and

Whereas, the Bear Republic Brewing Company, the County of Sonoma, Sonoma County Airport Express, and the Sonoma County Winegrape Commission provided valuable support through their Silver Level Sponsorship of the Steelhead Festival; and

Whereas, American Ag Credit, The Belli Corporation, Bowland Vineyard Management, Brandt Insurance, Exchange Bank, Lake Sonoma Marina, the Russian River Watershed Association, and Vineyard Industry Products all provided

Resolution #

Date:

Page 2

valuable support through their Steelhead Level Sponsorship of the Steelhead Festival; and

Now, Therefore, Be It Resolved the Board of Supervisors of the County of Sonoma that, thanks and appreciation be extended to all sponsors and organizers who made this event possible through their hard work and financial support.

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: 13
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: March 28, 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 honoring the Central Santa Rosa Library Building in Celebrating its 50th Anniversary. (Third District)

Executive Summary:

Adopt a Gold Resolution honoring the Central Santa Rosa Library Building in Celebrating its 50th Anniversary. (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: March 28, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Honors The Central Santa Rosa Library Building In Celebrating Its 50th
Anniversary.**

WHEREAS, the Central Santa Rosa Library building is celebrating its 50th Anniversary, and it is appropriate at this time that special public attention be drawn to the staff and volunteers of the Library for their commitment to providing Sonoma County residents access to a variety of intellectual, educational, recreational and cultural resources; and

WHEREAS, on May 8, 1945, the Sonoma County Board of Supervisors established by resolution the Sonoma County Library system; and

WHEREAS, the Sonoma County Board of Supervisors and the Santa Rosa City Council signed an agreement to consolidate the Sonoma County and the Santa Rosa libraries on December 15, 1964; and

WHEREAS, a resolution of the Council of the City of Santa Rosa adopted concurrently with a resolution of the Board of Supervisors of the Sonoma County, on September 21, 1965, designating the Santa Rosa-Sonoma County Public Library the official archives of the County and City; and

WHEREAS, construction of the two story, 61,000 square foot Santa Rosa-Sonoma County Library began in September of 1965. The \$1.7 million building was designed by Francis J. McCarthy, a San Francisco architect, and replaced the existing Carnegie Library at Fourth and E Streets; and

WHEREAS, on February 19, 1967, after ten years of planning and three bond elections, the Santa Rosa-Sonoma County Public Library at 211 E Street was dedicated; and

WHEREAS, the opening capacity had over 100,000 books on open shelves and thousands more in closed stacks located on the ground floor below the main, or public floor; and

Resolution #

Date:

Page 2

WHEREAS, today the Central Library's offerings have expanded to not only include books and other print materials, but also unique digital collections, databases and online services and training tools which are accessible to cardholders at the library as well as remotely; and

WHEREAS, despite tremendous growth in both population and usage, the Central Library, as a facility has managed to serve as a vital community resource where trained staff and volunteers have consistently provided quality services to the public for the past five decades.

NOW, THEREFORE, BE IT RESOLVED that the Sonoma County Board of Supervisors take great pleasure in honoring the Central Santa Rosa Library upon the occasion of its 50th Anniversary and urge Sonoma County residents to join us in extending congratulations and gratitude to the Central Santa Rosa Library staff and volunteers for enriching our lives, and convey sincere best wishes for continued success in the future.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 14
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors and Board of Directors, Sonoma County Water Agency

Board Agenda Date: March 28, 2017

Vote Requirement: No Vote Required

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin – 565-2241
Supervisor David Rabbitt – 565-2241

Supervisorial District(s):

All

Title: Sustainable Groundwater Management Act Implementation

Recommended Actions:

Receive a report on the progress of implementation of the Sustainable Groundwater Management Act, including staff recommendations for formation of Groundwater Sustainability Agencies.

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. Following the last update to the Board on October 25, 2016, increased discussions have occurred in the Santa Rosa Plain regarding the formation of one or more new entities that would be eligible to serve as a Groundwater Sustainability Agency. The current proposal for the Santa Rosa Plain calls for creation of an ex officio (non-voting) seat for an entity that is going through the agency formation process, with a full seat to be given to that agency should it successfully form and agree to the terms of the joint powers agreement that will form the Groundwater Sustainability Agency.

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 tasked with assessing the conditions in their local basins and adopting locally-based Groundwater Sustainability Plans for medium- and high-priority groundwater basins (as designated 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 place the basin(s) on probation status and direct groundwater management activities until the local agencies are able to comply with the Act and form a groundwater sustainability agency for that basin.

Groundwater Sustainability Plans must be completed for the affected Sonoma County basins 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 passage of the Act, County and Water Agency staff formed a workgroup consisting of representatives from the Water Agency, Permit and Resource Management Department (PRMD), 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. A number of possible issues came up at this meeting and in the following weeks staff from all eligible entities have been working to find solutions. This update presents the recommendations that staff have agreed to work with in the final joint powers agreements.

Recommended Governance Structure

Governing Board

The primary components of each governing board have remained consistent with what was presented in October 2016. This includes the broad framework of one Groundwater Sustainability Agency per basin which will be set up as a new entity through a joint powers agreement. The recommendation that the board of each Groundwater Sustainability Agency be made up of representatives from the entities that are eligible to participate in a Groundwater Sustainability Agency under the Act also remains unchanged. Should a new entity form that would be 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. The Act allows mutual water companies and water corporations regulated by the California Public Utility Commission to participate in a Groundwater Sustainability Agency by agreement. In the Santa Rosa Plain, the mutual and Public Utility 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 Groundwater Sustainability Agency. Under the agreement, they

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 Utility Commission-regulated water companies. Staff have reached out to these entities, but they have not expressed a desire to participate on the Groundwater Sustainability Agency.

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 Sebastopol	County of Sonoma
County of Sonoma	City of Cotati	Sonoma County Water Agency
Sonoma County Water Agency	Town of Windsor	Sonoma Resource Conservation District
Sonoma Resource Conservation District	County of Sonoma	
	Sonoma County Water Agency	
	Gold Ridge Resource Conservation District	
	Sonoma Resource Conservation District	
	Seat Representing Mutual Water Companies/Public Utility Commission-regulated water companies	

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 Sonoma Resource Conservation District 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 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 1 through 3 detail the proposed governance structure in each of the three basins.

Changes to proposed Santa Rosa Plain Governance

There have been modifications to the proposed governance in the Santa Rosa Plain based on input received from your Board and from other boards and councils. The first change involves items that require a supermajority vote. The earlier staff proposal called for a system of bloc-voting in which supermajority items would require a majority of vote both from agencies with land use authority and those without. The system was designed to recognize the different interests that exist in the basin and to ensure that no one group could dominate. At presentations to Boards and Councils, including your Board, there was a general feeling that this system was too complex and risked institutionalizing divisions rather than encouraging consensus, as was intended. As such, the proposal has been modified to require a 3/4 vote on all items requiring a supermajority. This will ensure that key measures receive support of a broad range of entities in a much simpler and potentially less divisive form.

A second issue that has arisen in the Santa Rosa Plain is how to include a new entity that would be eligible to serve on the Groundwater Sustainability Agency and that is in the process of formation. There are serious discussions to either form a new water district in the Santa Rosa Plain or expand the existing North Bay Water District into the area. Staff are proposing that any entity in the process of forming be given a non-voting ex officio seat on the Groundwater Sustainability Agency Board at such time as the Local Agency Formation Commission Board either approves or conditionally approves their application. This would allow the entity to be included in meetings at such a point as it is likely that they will come into existence, but prior to additional potentially time-consuming steps such as holding an election. Should an election fail or the new entity otherwise fail to form, the ex officio seat would be removed. If the entity successfully forms, they will be allowed to join as a full member by signing onto the joint powers agreement and making any required financial contribution as laid out in the agreement. Should they choose not to join the joint powers agreement, they would no longer be eligible for an ex officio seat.

A third change is the inclusion of a provision to hold a public meeting to review the Agency's governance structure after major milestones are reached. The idea is to create a periodic review to ensure that the Agency's governance structure addresses the interests and concerns of those affected by its activities. These reviews will take place after the completion of an initial rate study to impose fees, within three years of submittal of the Groundwater Sustainability Plan to the Department of Water Resources, and at least once every ten years after the adoption of the Groundwater Sustainability Plan.

Finally, there has been a recent change to the proposed Board makeup in the Santa Rosa Plain. On March 15, 2017, the Board of Directors of the Gold Ridge Resource Conservation District voted to join the Groundwater Sustainability Agency. Previously, they had elected not to join the board, but requested a seat on the advisory council instead. As an eligible entity, they would have been allowed to join at a later date, and will be invited now, however staff have made it clear that at this point they cannot renegotiate settled terms of the joint power agreement.

Advisory Bodies

Staff recommendations on advisory bodies have not changed since the October 2016 update. Staff recommend that each Groundwater Sustainability Agency have a strong advisory body that will provide

broad-based input on development and implementation of the Groundwater Sustainability Plan and implementation of Groundwater Sustainability Agency policies, as well as other major decisions including development of regulations or fees. These bodies are designed to facilitate bringing a broader community perspective into the work of the Groundwater Sustainability Agency. The advisory bodies will provide written recommendations in reports to the Groundwater Sustainability Agency board. They will strive for consensus, but where consensus is not reached the report will identify areas of 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 body, the board will need to state its reasons for the decision.

In all basins, staff recommends that the advisory bodies 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 body 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, has not yet made a determination if it wishes to participate on the advisory body. Should Lytton decide to participate they will also have a seat on the advisory body.

Financing

Staff agree that wherever possible, the Groundwater Sustainability Agency-eligible agencies and future Groundwater Sustainability Agencies should pursue grant funding to offset future costs. To date the agencies 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, 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.

Current estimates are that, assuming significant cooperation between the three Groundwater Sustainability Agencies to share costs, overall costs can be held to 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. Attachment 4 details the estimated costs in each of the three basins. At the time that this report was prepared, startup cost allocation negotiations were ongoing. Because the costs of these early stages of implementation of the Act are largely fixed while the number of participating entities is different in each basin, costs for the County and Water Agency will likely be higher in the basins with fewer participating entities. Funds will be budgeted in the two agencies 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. Staff will provide an update on the status of the startup cost allocation negotiations at the Board meeting.

Next Steps

Staff are working to finalize the joint powers agreement language to codify the terms as discussed above. Staff from all agencies will be returning to their governing boards and councils in April or early May with the final joint powers agreements for approval. Assuming approval, the Chair will appoint representatives of the County and the Water Agency to each of the three Groundwater Sustainability Agencies. The Groundwater Sustainability Agencies will hold public hearings to declare themselves the Groundwater Sustainability Agency for their respective basins, and will file the necessary documents with the California Department of Water Resources by June 30, 2017. County and Water Agency costs associated with the Groundwater Sustainability Agencies will be included in the 2017-18 budget.

Prior Board Actions:

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.

Strategic Plan Alignment Goal 3: Invest in the Future

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.

Water Agency Water Supply Goals and Strategies, Goal 2: Protect the Water Agency's existing water rights and our clean, high-quality water supply, and improve system resiliency by continuing to develop alternative supplies.

Fiscal Summary

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 direct fiscal impact with this item. The estimated costs of participating in the three Groundwater Sustainability Agencies during Fiscal Year 2017-18 is based on ongoing negotiations. Funds will be included in the 2017-18 budget.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

- Attachment 1 – Sonoma Valley GSA Governance Staff Recommendations
- Attachment 2 – Santa Rosa Plain GSA Governance Staff Recommendations
- Attachment 3 – Petaluma Valley GSA Governance Staff Recommendations
- Attachment 4 – Estimate of 2017-18 costs of Groundwater Sustainability Agencies

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

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.

Attachment 1

**Estimate of 2017/2018 Fiscal Year Costs for Groundwater Sustainability Agencies
Petaluma Valley, Santa Rosa Plain and Sonoma Valley Groundwater Basins/Subbasins**

	Petaluma Valley	Santa Rosa Plain	Sonoma Valley	Notes/Assumptions
Administration and GSA Board Meeting Activities: Prepare/notice Board meeting agendas, staffing of Board meetings (6 meetings), develop bylaws, advisory body appointments, develop staffing plan and draft budget, solicitation and contracting for services, legislative advocacy, fiscal services	\$ 150,000	\$ 150,000	\$ 150,000	Coordination across basins for solicitation and contracting for select services.
Advisory Body Meetings : Prepare/notice Advisory Body meeting agendas, staffing/facilitation of Advisory Body meetings (6 meetings).	\$ 50,000	\$ 50,000	\$ 50,000	
Community/Stakeholder Engagement: Media advisories, website update and maintenance, public workshops.	\$ 25,000	\$ 25,000	\$ 25,000	Coordination across basins for shared website maintenance/update and community engagement activities.
Financing Options Study: Studies of potential revenue options and supporting engineering studies.	\$ 130,000	\$ 130,000	\$ 130,000	Coordination across basins for shared methodology and/or consultants for studies
Ongoing Monitoring Activities: Performance of groundwater-level, streamflow, and water quality monitoring.	\$ 20,000	\$ 20,000	\$ 40,000	Coordination across basins for shared methodology and data collection protocols.
Initial GSP development tasks: Prepare Work Plan for GSP development, solicitation/contracting with technical consultant(s) (as needed), data management, initial development of hydrogeologic conceptual model.	\$ 80,000	\$ 70,000	\$ 60,000	Coordination across basins for solicitation/contracting for technical consultants, shared template for Work Plan development and methodology for hydrogeologic conceptual model components. Limited level of work on GSP assumed in Year 1.
Grant Applications/Administration: Develop grant application packages, including Proposition 1 Sustainable Groundwater Management Program, assess other potential grant funding opportunities.	\$ 15,000	\$ 15,000	\$ 15,000	Coordination across basins for grant application approach and development.
Estimated Cost Year 1 (2017/2018 Fiscal Year)	\$ 470,000	\$ 460,000	\$ 470,000	



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors
Sonoma County Water Agency Board of Directors
Sonoma County Agricultural Preservation and Open Space District, Board of Directors
Community Development Commission

Board Agenda Date: March 28, 2017

Vote Requirement: Informational Only

Department or Agency Name(s): Human Resources, County Administrator's Office, General Services, Transportation and Public Works, Regional Parks, Information Systems, and County Counsel

Staff Name and Phone Number:

Victoria Willard, 565-2955

Supervisorial District(s):

All

Title: Americans With Disabilities Act Title II Program and Transition Plan Update

Recommended Actions:

Receive a Status Report on County's Americans With Disabilities Act Title II Program And Self Evaluation Transition Plan

Executive Summary:

The Federal Rehabilitation Act of 1973 and Title II of the American's with Disabilities Act of 1990 mandate the government's responsibility for providing equal access to public buildings, programs, and services, including implementation of a Self-Evaluation and Transition Plan (SETP). Other accessibility requirements are also set forth in California law. In order to ensure that the County continues the commitment and requirement to equal access, the County's American's with Disabilities Act Steering Committee remains actively engaged in monitoring these efforts. This item is an update to the Board of Supervisors on the Steering Committee's work and the status of implementation of the County's Self-Evaluation and Transition Plan.

Discussion:

On July 26, 1990, President George H.W. Bush signed into law the Americans with Disabilities Act ensuring the civil rights of people with disabilities by establishing a clear and comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Americans with Disabilities Act guarantees equal opportunity for individuals with disabilities in public facilities, employment, transportation, state and local government services, and telecommunications. This sweeping legislation was vital to providing more human rights to those with disabilities. Since the enactment of the

Americans with Disabilities Act, disabled individuals have gained access to be fully engaged members of their communities.

Most specifically, the County of Sonoma must comply with Title I and Title II of the Americans with Disabilities Act. Title I protects disabled individuals from discrimination in employment, and Title II applies to government entities and protects qualified individuals rights to services, programs, facilities, and activities. The focus of this report is on Title II's requirements.

The Board of Supervisors established the County's original Americans with Disabilities Act Title II Program and Self-Evaluation and Transition Plan in 1992. The Transition Plan was updated in 2009 as a 12- years plan and continues to be the current plan. The Self-Evaluation and Transition Plan provides the analysis and roadmap of the improvements needed to ensure compliance with Americans with Disabilities Act Title II and articulates the County's commitment to improve access to County programs and services and provide accommodation to individuals with disabilities. The County of Sonoma has been and continues to be committed to providing equal access to buildings, programs, and services.

The County's Americans with Disabilities Act program includes facility improvements as well as web accessibility. County departments, special districts, and agencies are fully engaged in the success of the County's Transition Plan by ensuring equal access to programs and services. Through the ongoing efforts and dedication of departments including General Services, Transportation and Public Works, Permit and Resources Management Department, Regional Parks, Information Systems, Sonoma County Fair & Exposition Inc., County Counsel, Human Resources, and County Administrator's Office work plans are being developed and implemented consistent with the objectives of the Transition Plan. The Self-Evaluation and Transition Plan can be found on the County's internet page at <http://sonomacounty.ca.gov/WorkArea/DownloadAsset.aspx?id=2147488037>

As part of the 2009 update, the Board established dedicated funding for the implementation of capital projects outlined in the Transition Plan beginning in Fiscal Year 2010-11. The Board also set a multi-year funding goal of \$2 million over the next several years to fund the estimated \$25 million in Americans with Disabilities Act remediation work identified within the Transition plan. The \$2 million includes \$1.6 million towards capital remediation projects and \$400,000 towards personnel costs to manage the program and fund program improvements and related training.

In addition to the Transition Plan, other components of the County's Title II program include a Website Accessibility Policy, an individual who functions as the Countywide Americans with Disabilities Coordinator, and a leadership Steering Committee. The Website Accessibility Policy was adopted in 2010 to eliminate barriers in accessibility to County provided information technology. The Website Accessibility Policy encourages development of new technologies with the goal of providing the public with equal access to County's online information tools. Departmental staff across the County receive special training in document remediation and make efforts to ensure that as much web based information is as accessible as possible. The Website Accessibility Policy can be found on the County's internet page at <http://sonomacounty.ca.gov/Services/Webstandards/Website-Accessibility-Policy/>

Housed within Human Resources Department is the County's Americans with Disabilities Act Coordinator. The Coordinator's role is to help facilitate and maintain compliance efforts and mitigate potential risk through coordination with various County department in regards to the County's Americans with Disabilities Program. The Coordinator is the central point of contact for all Americans

with Disabilities Title II complaints and facilitates resolving any complaints that are received. The Coordinator provides program management by collaborating with County departments on ensuring equal access to web sites, providing training on accessible document remediation and developing accessibility templates, customer service training on providing accommodations to the public, and assisting departments in the interactive process when a member of the public requests an accommodation.

The County's Steering Committee is comprised of Human Resources, General Services, Information Systems, County Administrator, County Counsel, Regional Parks, Transportations & Public Works, and Permit and Resources Management Department leadership. The Steering Committee's role is to collaborate amongst the various departments to ensure Transition plan work is moving forward and to develop best practices for the County's Americans with Disabilities program.

Facility Improvements:

The County has completed 83 projects originally identified in the 2009 Self-Evaluation and Transition Plan, with several others nearing completion this fiscal year. We have received a total of \$12,679,700 in Transition Plan funding to date for remediation projects with the Fairgrounds, General Services, Regional Parks, and Transportation and Public Works. An additional \$616,641 was contributed from the Fairgrounds and through Community Development Block Grants. Of the \$11.5 million committed to projects, over \$7.9 million has been spent to date. There are \$2.8 million active in-process projects and over \$800,000 has been allocated for future project planning. General Services also addresses specific Americans with Disabilities Act issues in county-owned facilities when performing corrective maintenance work over \$20,000.

Completed projects include:

- Completion of the County Center Curb Ramps, barrier removal at the Board of Supervisor's Hearing room, and at La Plaza A & B.
- Eight barrier removal projects at the Fairgrounds buildings, and creation of an Americans with Disabilities Act Master Plan for the site.
- Barrier removal at four County owned Park and Rides, and at transfer stations.
- Barrier removal at numerous Regional Park locations including Doran Beach, Ragle Ranch, Crane and Kenwood Plaza Park.
- Responded to citizen complaints and removed barriers at the Fairgrounds and in the town of Graton.

See "Americans with Disabilities Act Steering Committee-BOS attachment" for additional details. The five year Capital Improvement Plan adopted by the Board each year contains details of the capital projects.

Technology Improvements:

Training and awareness are key elements of a successful Americans with Disabilities Act Program. Information Systems offers periodic classes on American's with Disabilities Act standards and compliance, electronic document design, accessible web site development, and related topics. Courses are taught by subject matter experts and technical staff through classroom sessions, hands-on computer

labs, and focused personal training. During the month of February Information Systems sponsored “Americans with Disabilities Act Week” where hundreds of hours of staff time were dedicated to this important effort. Nine classes on Americans with Disabilities Act topics were offered with participants demonstrating significant interest and a strong commitment to the County’s Americans with Disabilities Act program.

Core software systems that improve compliance with Americans with Disabilities Act standards have been introduced including the County’s Web Content Management System and accessible desktop applications such as Microsoft Office 2013. Presently a project is underway to install the newest versions of Adobe’s products for all County staff supported by Information Systems. This will allow anyone with these tools to use and create accessible electronic documents and fillable forms.

On release, all web sites created by Information System’s Web Team meet Section 508 standards to improve access for users with disabilities. However, web sites require regular maintenance to ensure compliance as new browsers and devices are introduced. All Web Content Management System sites are monitored by an independent service that alerts developers to Americans with Disabilities Act compliance issues and suggests changes to improve the quality of web content. Currently the Web Team spends at least five hours each week working on Americans with Disabilities Act remediation issues.

Caring for and improving technology to meet Americans with Disabilities Act standards is a never ending, iterative process. Each year Information Systems works with County departments and agencies to introduce new tools and technologies to better meet the needs of individuals with disabilities. Key among these is an annual cycle of projects funded through Human Resources to work on specific targeted efforts that evaluate enterprise compliance and remediate issues that have been identified. Updated Americans with Disabilities Act rules were announced in January and the upcoming project cycle will focus on ways to meet these rules as they are phased in starting in early 2018.

Regional Park Improvements:

The Self-Evaluation and Transition Plan prepared for the County under the requirements of the Americans with Disabilities Act identified barriers to the programs and services provided at forty of our parks. The total cost of barrier removal for the forty surveyed parks at the time of the adoption of this report by the Board of Supervisors in December of 2009 was estimated to be \$4.3 million dollars.

The criteria established in the Transition Plan for prioritizing program and facility barrier removals has been used to identify and resolve critical elements to accessibility. Since 2010, Regional Parks has completed 19 barrier removal projects and currently has another 3 projects funded by Americans with Disabilities Act and Community Development Block Grants in the design, environmental review, and regulatory permitting stage. To date approximately \$1,250,000 of the \$1,700,000 of Americans with Disabilities Act funding committed to barrier removal projects through FY16/17 has been spent. Funding from the County Americans with Disabilities Act barrier removal budget has been leveraged with over \$446,000 of Community Development Block Grants and funding from the Department of Boating & Waterways to offset barrier removals for the Westside Boat Launch project.

In addition, Regional Parks has resolved informal complaints for accessible parking and path of travel at the Children’s Memorial Bell Tower in Bodega Bay and the Graton West County Trailhead. We are also

in the process of resolving informal complaints about accessible parking at Spud Point Marina and trail access on the West County Trail in Graton.

With approximately \$2.6 million dollars of remaining identified barrier removal projects in Transition Plan, Americans with Disabilities Act funding from the County continues to be a critical and primary source for barrier removal projects for Regional Parks. These funds also provide matching funding for block grants and other programs administered by local, state and federal agencies. Regional Parks currently have a pending Community Development Block Grants funding request in for Steelhead Beach Americans with Disabilities Act, and Department of Boating & Waterways for \$990,000 to offset barrier removal costs at the Doran Park Boat Launch facility.

Road and Path of Travel Improvements:

Over the last several years, various Americans with Disabilities Act projects have been completed along Sonoma County roads, at the Sonoma County Airport, Transit Park N Ride lots, and Refuse Transfer Stations.

Sonoma County Transportation and Public Works upgrades curb ramps and other facilities to the latest Americans with Disabilities Act standards when other improvements are made that affect the facility. Americans with Disabilities Act improvements are incorporated into Pavement Preservation work, when the project affects pedestrian facilities. This practice has resulted in improvements to facilities in downtown Glen Ellen on Arnold Drive, and along roads such as Sebastopol Road, Santa Rosa Avenue, and Piner Road.

Transportation and Publics Works has made significant improvements to the road, pedestrian and Americans with Disabilities Act facilities of HWY 12 through the Agua Caliente Springs area. Additionally, Americans with Disabilities Act improvements are included in capital projects, such as the intersection improvements at Adobe Road and East Washington Road.

Transportation and Publics Works is in the process of upgrading pedestrian and Americans with Disabilities Act facilities in Graton and Occidental. The estimated cost for these improvements is \$3.5 million.

The Charles M. Schulz - Sonoma County Airport has made various Americans with Disabilities Act improvements included in the Transition Plan. Improvements made at the Refuse Transfer Stations include upgraded parking areas, curb ramps, counters, and paths of travel such as walkways, hallways, and stairways. The Refuse Transfer Station Improvements totaled \$138,800.

The following is a summary of Americans with Disabilities Act improvements made to Sonoma County Transit facilities:

- Geyserville Park N Ride – Project involved correcting the slope on the one accessible parking space and correcting the path of travel to the loading area. Cost for this project was \$29,188, work completed July 2015.
- Cloverdale Park N Ride – Project involved correcting the slope on several accessible parking spaces at two separate locations on the site, as well as restriping areas of the parking lot for vehicles to maneuver in and out of the accessible spaces. Path of travel was also corrected from

the renovated accessible spaces to the loading area. Cost for this project was \$115,195, work completed August 2015.

- Windsor Park N Ride - Project involved correcting the slope on the two parking stalls, and path of travel to the loading area. The project is currently in construction, substantial completion is expected on 2/28/17. Cost for this project is \$102,644.
- Guerneville Park N Ride – The project is in the permitting stage with Cal Trans as this project fronts Hwy 116. Construction is expected to begin Fall 2017. Construction cost estimate is \$90,000.

Future Needs and Next Steps

As costs have increased and building codes and standards have changed, resource limitations have strained the ability to maintain Transition Plan implementation at a sustainable pace. The continued success of the County's Americans with Disabilities Act Title II Program will require looking at adjusting human and capital resources, such as adding positions, increasing funding for future Capital Projects, and enhancing compliance with information technology.

Since FY 2010-11, the County has provided \$2 million annually from General Fund discretionary revenues to implement the Transition Plan. The annual budget has not changed to align with expected cost increases based on the construction cost escalation Index. Future funding needs may include consideration for up to a 10% increase in estimated project costs plus an additional indexing of 6% per year in subsequent years to stay current with annual construction cost escalation.

The costs associated with each project within the Transition Plan include project management funding. As part of FY17/18 budget hearings, General Services will request a 2 year term-limited project manager position to be assigned to the Accessibility Program, with costs to be reimbursed by the projects within the Transition Plan, as one way to address implementation challenges.

Additionally, the need for support for information and communications technology continues to be an area of constant growth. On an average day over 3,000 people visit the County's websites seeking information and services. During periods of intense public interest, such as an election or natural disaster, this increases to tens of thousands of visitors per day.

Presently the County's websites host approximately 15,000 documents. Staff are challenged to keep up with the level of Americans with Disabilities Act remediation activity as much of this content is regularly updated or changed. This need is heightened due to new federal regulations introduced in January of 2017 that significantly increases Americans with Disabilities Act requirements beyond the current levels. All current web content must be evaluated and upgraded to meet the new standards which go into effect in January of 2018. Also, as part of the FY 17/18 budget, Information Systems staff will suggest additional technical staff, software and project activities to provide Americans with Disabilities Act training, evaluation, and remediation services to improve the County's level of Section 508 compliance.

Today we are recognizing the significant progress the County has made by reaffirming our commitment to the principles of equality and inclusion. As standards evolve, the County will continue ongoing efforts and annual financial investments within the County's overall fiscal capacity. These efforts will include improvement to our facilities, programs, and services striving for universal accessibility.

Prior Board Actions:			
Since FY 2010-11, capital improvement budget includes \$1.6 million Americans with Disabilities Act Implementation Plan; 06/10 - Board adopted Web Site Accessibility Policy; 12/2009 - Board adopted the Americans with Disabilities Act Self-Evaluation and Transition Plan Update.			
Strategic Plan Alignment Goal 4: Civic Services and Engagement			
Recognizing and engaging people with disabilities to increase full participation in community life.			
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:
Americans with Disabilities Act Steering Committee-BOS attachment Transportation and Public Works Transition Plan Update
Related Items "On File" with the Clerk of the Board:

ADA PROJECT SUMMARY

(as of 12/19/16)

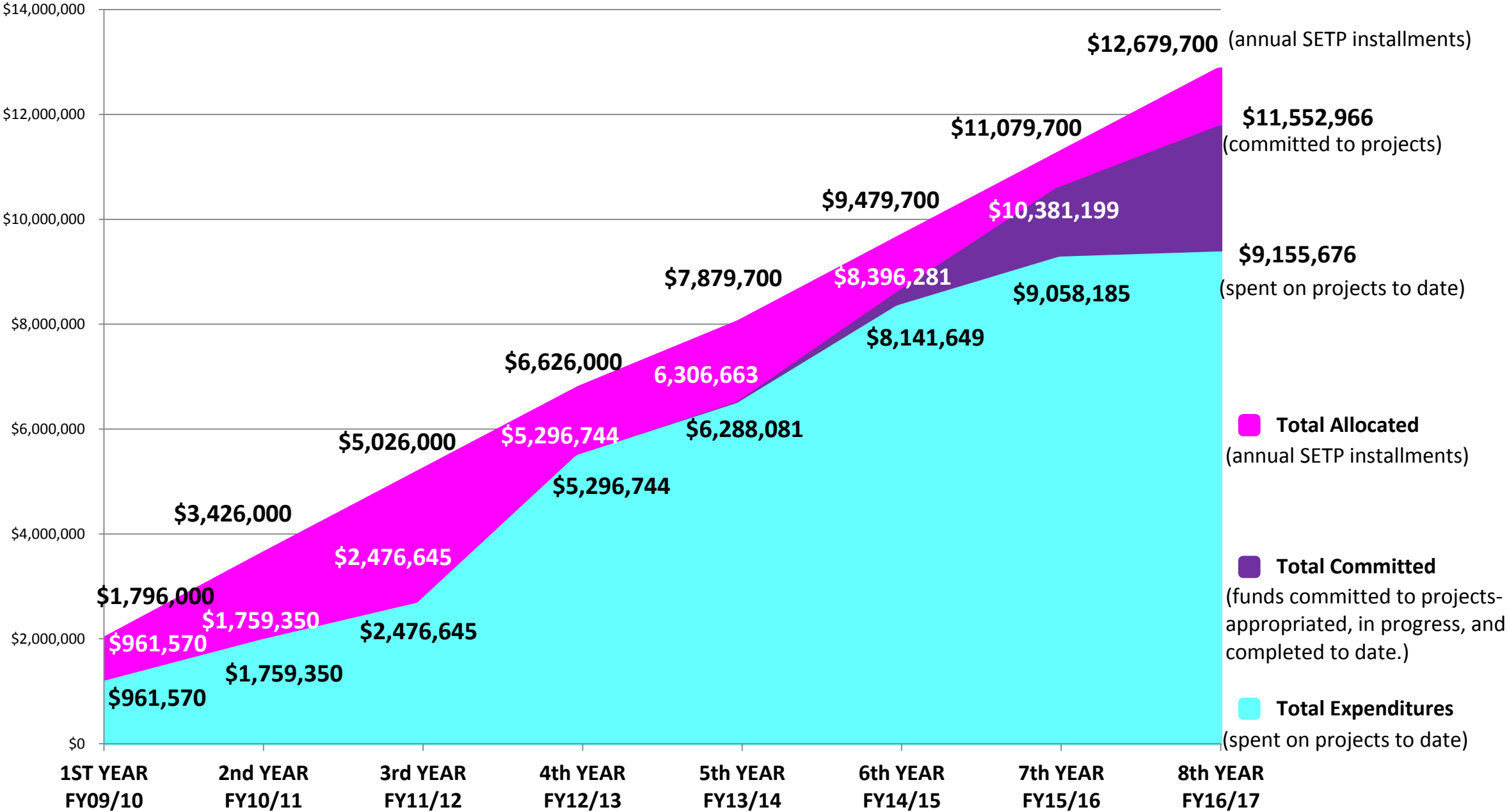
Years (1 - 8) of 12 Year Plan

ADA FUNDING (to date)			
SETP	Grant & Dept Share	Non SETP ADA Projects	TOTAL
\$12,679,700.00	\$616,641	\$3,196,476	\$16,492,817

SETP FUNDED ADA PROJECTS - ALL DEPARTMENTS

as of 12/19/16

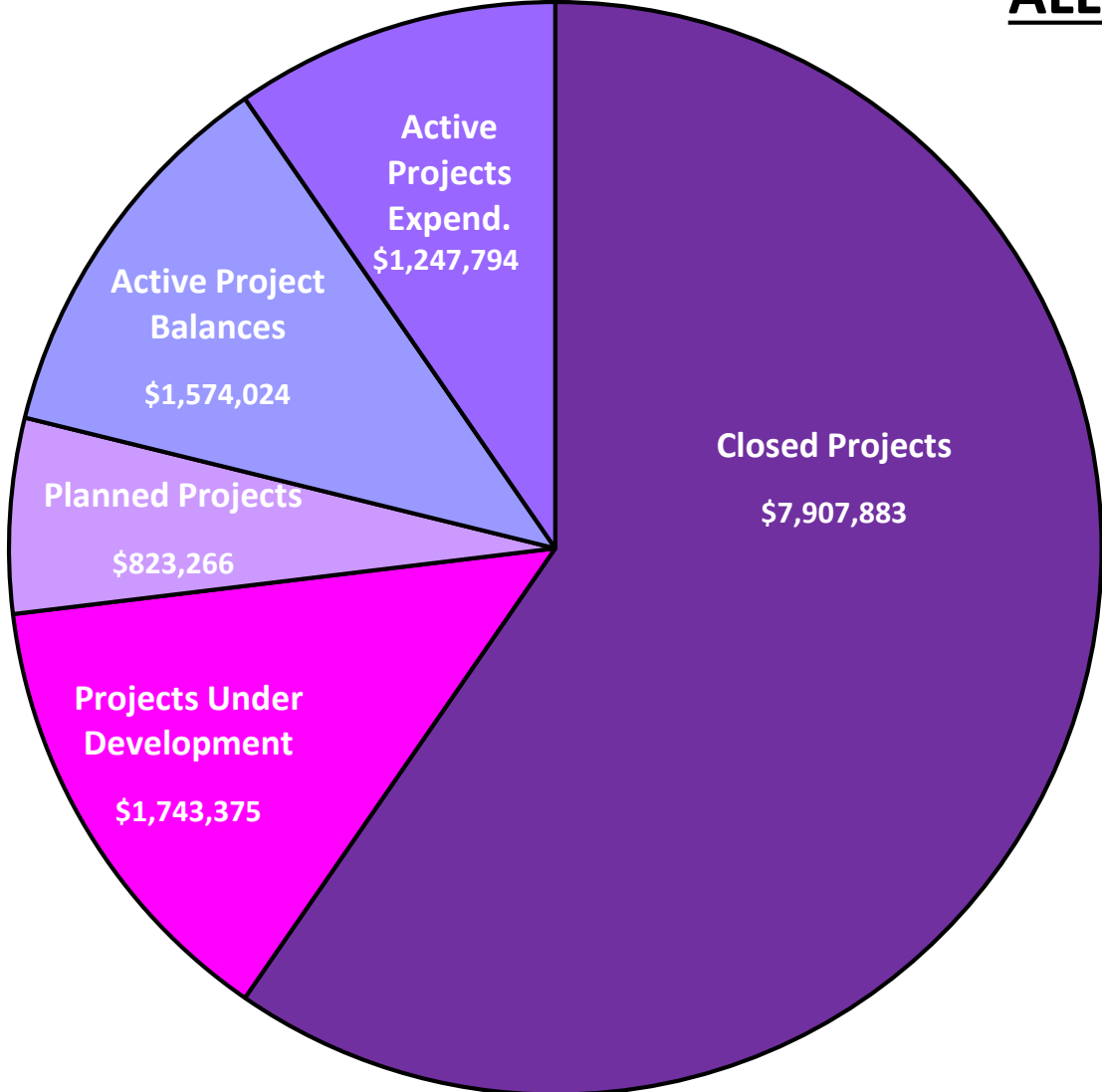
(compounded each year)



- **Total Allocated**
(annual SETP installments)
- **Total Committed**
(funds committed to projects-appropriated, in progress, and completed to date.)
- **Total Expenditures**
(spent on projects to date)

SETP FUNDED ADA PROJECTS
ALL DEPARTMENTS

as of 12/19/16



TOTAL FUNDING for SETP PROJECTS to DATE
\$13,296,341
(Including Grants & Dept. Funds)

■ Closed Projects	\$7,907,883
■ Projects Under Development	\$1,743,375
■ Planned Projects	\$823,266
■ Active Project - Balances	\$1,574,024
■ Active Projects - Expenditures	\$1,247,794

SETP FUNDED ADA PROJECTS - SUMMARY

(as of 12/19/16)

Years (1 - 8) of 12 Year Plan

	FUNDING			PROJECT COSTS TO DATE					Balance
	SETP Funding	CDBG and Dept Sources	Total Funding for SETP Projects	Closed Projects	Active Projects (Expenditures)	Active Projects (Balances)	Planned Projects	Proj. Cost Summary	Projects Under Development
Fairgrounds	\$ 1,322,606	\$ 398,819	\$ 1,721,425	\$ 991,868	\$ 214,417	\$ 100,583	\$ 207,178	\$ 1,514,046	\$ 207,379
*General Services	\$ 7,798,832	\$ 217,822	\$ 8,016,654	\$ 4,936,067	\$ 723,199	\$ 886,357	\$ 516,088	\$ 7,061,711	\$ 954,943
Regional Parks	\$ 1,865,526	N/A	\$ 1,865,526	\$ 1,237,123	\$ 20,000	\$ 425,000	\$ -	\$ 1,682,123	\$ 183,403
TPW	\$ 1,692,736	N/A	\$ 1,692,736	\$ 742,824	\$ 290,179	\$ 162,083	\$ 100,000	\$ 1,295,086	\$ 397,650
	\$ 12,679,700	\$ 616,641	\$ 13,296,341	\$ 7,907,883	\$ 1,247,794	\$ 1,574,024	\$ 823,266	\$ 11,552,966	\$ 1,743,375

*General Services dollar amounts include project costs + complaint fund + GS Admin

SETP FUNDED ADA PROJECTS - SUMMARY

(as of 12/19/16)

Years (1 - 8) of 12 Year Plan

ALLOCATED (to date) \$12,679,700

(annual SETP installments to date)

Fairgrounds	\$ 1,322,606
General Services	\$ 7,798,832
Regional Parks	\$ 1,865,526
TPW	\$ 1,692,736
	\$12,679,700

CLOSED (to date) \$7,907,883

(projects completed to date)

Fairgrounds	\$ 991,868
General Services	\$ 4,936,067
Regional Parks	\$ 1,237,123
TPW	\$ 742,824
	\$ 7,907,883

ACTIVE PROJECTS - expenditures (to date) \$1,247,794

(spent to date on active ADA projects)

Fairgrounds	\$ 214,417
General Services	\$ 723,199
Regional Parks	\$ 20,000
TPW	\$ 290,179
	\$ 1,247,794

PLANNED - future (to date) \$ 823,266

(CDBG grants and Department contributions to date)

Fairgrounds	\$ 207,178
General Services	\$ 516,088
Regional Parks	\$0
TPW	\$100,000
	\$ 823,266

Year	Div'n	Location and Item List	Done	Cost	Total Cost	Remarks	Initial Date	Completion Date	Schedule	Database
Year 1	Airport	various items	X		\$80,580	project complete, money spent, Wayne Hovey itemized due to construction of new terminal bldg	6/10	6/10	project complete 6/10, money spent	updated by Wayne Hovey
	TPW				\$321,400	later determined to use in Transit				
Year 2	Transit	Phase I					12/10	6/12		update 6/12
	Park and Ride lots	Geyserville		\$27,000						
		Parking	\							
		Curb Ramp								
		Walk								
		Guerneville		\$33,970						
		Parking	\							
		Curb Ramp								
		Penngrove		\$70,426						
		Parking	X							
		Walk								
		subtotal			\$131,396	project partially complete, budget as of 8/11				
		Phase II					3/11	6/12		update 6/12
		Cloverdale		\$49,362						
		Parking								
		Curb Ramp								
		Sidewalk								
		Ramp								
		Fulton		\$10,582		*does not qualify for reimbursement				
		N. Windsor		\$48,691						
		Parking								
		Sidewalk								
		Curb Ramp								
		subtotal			\$108,635	project partially complete, budget as of 8/11				

Year	Div'n	Location and Item List	Done	Cost	Total Cost	Remarks	Initial Date	Completion Date	Schedule	Database
Year 3	Refuse					still reviewing database as upgrades were constructed since survey	11/11	6/12		start a project 11/11
		Annapolis		\$16,080		*does not qualify for reimbursement				
		Parking								
		Telephone								
		Central		\$36,164		new bldg constructed in Spring 11				
		Parking								
		Ramp								
		Stairway								
		Door								
		Counter								
		Guerneville		\$10,800		*does not qualify for reimbursement				
		Telephone								
		Counter								
		Healdsburg		\$44,676		new cashier's booth under construction				
		Parking								
		Walk								
		Ramp								
		Stairway								
		Telephone								
		Counter								
		Eating Area	X							
		Sonoma		\$31,080		upgrades to bathroom - architects responsibility?				
		Parking								
		Door								
		Telephone								
		Counter								
		Restroom				Architects responsibility				
		subtotal			\$138,800	budget amount as of 9/11				



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County of Sonoma's Americans Disability Act Program

March 28, 2017

Department Highlights



Transportation and Public Works



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Transportation and Public Works

- ▶ Transportation and Public Works has completed various projects that enhance infrastructure in accordance with the Americans with Disabilities Act, at:
 - The Charles M. Schulz Sonoma County Airport
 - Transit Park N Ride lots
 - Refuse Transfer Stations
 - Sonoma County roads

Transportation and Public Works – Roadway Improvements



Arnold Drive
Pavement Preservation Program



Graton
Accessibility Improvements
Temporary barricades and audible
devices during construction



Before

Transportation and Public Works – Transit Park N Ride



Sonoma County Transit
Cloverdale Park N Ride



Refuse Transfer Stations



Improvements to the
Central Landfill and
Transfer Stations



Regional Parks



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Doran Park Barrier Removal Projects



Boardwalk Day Use - Accessible Parking, Picnic Area, Outdoor Shower, Drinking Fountain, Path of Travel & Restroom



Jetty Day Use Accessible Parking, Path of Travel, Outdoor Shower & Drinking Fountain

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Ragle Ranch Barrier Removal Projects



Accessible Parking, Paths of Travel, & Group Picnic Area



Accessible Path of Travel, Drinking Fountain & Playground

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Westside Park Barrier Removal Project



Accessible Restroom, Parking, Path of Travel Picnic Sites,
& Kayak Launch

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Information Systems Department



ISD – Program Objectives

- ▶ Goal: Website accessibility for all
- ▶ Philosophy: ADA remediation is not about fixing problems, it's about learning how to build accessible content
- ▶ Services:
 - Training programs to help content producers
 - Remediation to identify and correct issues
 - Client support for the iterative process of remediation

ISD – Recent Highlights

- ▶ ADA Remediation and Training – 394 hrs. of ADA work this calendar year so far.
- ▶ ADA Week – February 2017 – 124 students
- ▶ Websites Converted to ADA Standards FY 16–17:
 - Completed: 13
 - In Progress: 11
 - Planning: 8
- ▶ Accessible Core Business Applications:
 - Microsoft Office (completed),
 - Adobe Products (currently underway)

ISD – Approach

- ▶ Independent external service analyzes ADA compliance of web content
- ▶ Websites are checked for compliance on new release
- ▶ Training and help correct issues prior to publishing
- ▶ Adapt to regulations and incorporate new standards – including the January 17, 2017 Section 508 Refresh



ISD Future Needs

- ▶ Expanded regulations are the challenge
- ▶ Over 15,000 documents involved
- ▶ Existing resources strain the ability of staff to meet current ADA workload

General Services



General Services



Accomplishments FY 16/17

- ▶ Nine projects completed, total value \$780,794
- ▶ Three Projects in construction, total value \$1,162,291
- ▶ Three project in design, total value \$314,996
- ▶ TOTAL active projects \$2,257,790

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General Services



Looking Ahead

- ▶ Update of SETP projects as impacted by code revisions due late FY16/17
- ▶ Execution of ADA scopes as required by California Building Code in non-ADA Projects

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Path of Travel Barrier Removal Projects



Kraft Building, Fairgrounds (15/16)



South of Administration building (14/15)



ADA Parking at 2300 Professional Drive (16/17)



Hall of Flowers Toilet Room Floor Level (16/17)



Windsor Park and Ride (16/17)

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Building Entries and Parking



Mecham Transfer Site (13/14)



Sheriff's Office Entry (13/14)



Accessible Parking at Human Services (12/13)



Cotati Veteran Hall Door Opener (15/16)

Conclusion

- ▶ Recognizing the County's significant progress and annual financial investments toward program improvements.
- ▶ Reaffirming our commitment to the principles of equality and inclusion.
- ▶ Continuing the ongoing efforts towards universal accessibility.

Thank you!



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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: 16
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: March 28, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins 565-2241

Supervisorial District(s):

Fifth

Title: Fee Waiver

Recommended Actions:

Approve fee waiver for the Occidental Center for the Arts annual Fool's Day Parade on April 1, 2017 in the amount of \$839. (Fifth District)

Executive Summary:

This is a free community art event with an emphasis on children. The money for the parade is raised from local businesses to cover expenses. The Parade covers two blocks and draws quite a few visitors to Occidental.

Discussion:

Prior Board Actions:

None.

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

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF	839.00		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	839.00		
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Fee Waiver.			
Related Items “On File” with the Clerk of the Board:			

SUBMIT TO:
 Board of Supervisors
 575 Administration Dr, Ste 100A
 Santa Rosa, CA 95403

COUNTY OF SONOMA

For Board of Supervisors Use Only

Fee Waiver/Board Sponsorship Request Form

1. Contact information for individual requesting fee waiver/sponsorship:

Name: Steve Fowler
First Middle Last

Mailing Address: 3850 Doris Murphy Ct Occidental Ca 95465
Number, Street, Apt/Suite City State Zip

Phone: (707) 874-9392 Email: info@occidentalcenterforthearts.org
Area Code, Number

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Name: Occidental Center For The Arts

Mailing Address: 3850 Doris Murphy Ct Occidental Ca 95465
Number, Street, Apt/Suite City State Zip

Phone: (707) 874-9392 Email: info@occidentalcenterforthearts.org
Area Code, Number

3. Please indicate by check mark the supervisory district in which the organization or agency submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	Susan Gorin District 1	David Rabbitt District 2	Shirlee Zane District 3	James Gore District 4	Lynda Hopkins District 5
Entity or organization location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Project/activity/event location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
District office to receive request (select only one)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4. Type of Community Based Organization, Non-profit, or Government Agency for which the fee waiver/sponsorship is requested:

- City Special District Other Local Government
 School Non-profit or CBO

Other (please specify): _____

5. Please provide a description of the project/activity/event for which a fee waiver/sponsorship is being requested on a separate sheet of paper. Please include the number of individuals who will participate or be served, etc.

6. Please Indicate If this is a one-time or annual event: One Time Annual

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee
PRMD	0413-010M parade	\$632 ⁰⁰
PRMD	0115-000 Fire Life Safety	\$189 ⁰⁰

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
/ /			
/ /			
/ /			
/ /			

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

- Property Tax
 Sales Tax
 Special Assessment

 User Fees

Other (please specify): NONE

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request. NO

JC K... ..
Authorized Signature

BOARD PRESIDENT
Title

3/17/17
Date



COUNTY OF SONOMA
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT
 2550 Ventura Avenue, Santa Rosa, CA 95403-2829
 (707) 565-1900 FAX (707) 565-1103

Application Fees / Invoice # 292254 on 03/09/2017 for: SPE17-0014

Site Address: Bohemian Hwy	Activity Type: Special Event
APN:	Initialized By: OHART
Fire District:	Insp Area:
Valuation: \$0.00	Ag/Comm/Res:
Description: April Fool's Day Parade - Occidental	

Owner: COUNTY OF SONOMA - TPW 2300 COUNTY CENTER DR	Applicant: Tina Marchetti 3850 Doris Murphy Ct Occidental, CA 95465 707 874 9392
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Fee Item	Description	Account Code	Total Fee
0115-000	Fire Life Safety - Commercial Review	20020200-45301-13105	\$189.00
0140-010	Technology Enhancement - Type II	26010104-46040-10005	\$18.00
0413-010M	Parade, Carnival, Walk, Event - Inspection	26010111-45171-10005	\$632.00

Invoiced Fees:	\$839.00
Total Paid:	\$0.00
Project Balance Due:	\$839.00

When validated below, this is your receipt

Refunds of fees paid may be made pursuant to Section 108.6 of Appendix 1 of the California Building Code and adopted model codes, subject to the following:

- 1) 100% of a fee erroneously paid or collected.
- 2) 90% of the plan review fee when an application for a permit is withdrawn or cancelled or expires or becomes void before any plan review effort has been expended. No portion of the plan review fee shall be refunded when any plan review effort has been expended.
- 3) 90% of the building, plumbing, electrical, and/or mechanical fee may be refunded when a permit is withdrawn, or cancelled or expires or becomes void before any work was done and before any inspections are performed. No portion of these fees shall be refunded when any work was done and/or any inspections have been performed.
- 4) Application for refund must be made within one year.

This is the 7th year that Occidental Center for the Arts (OCA) has produced the Fool's Parade, although it dates back more than a dozen years. Approximately 100 people frolic through Occidental, while hundreds more come to watch. Children are encouraged to ride in the one motorized vehicle, the Lunapillar. A marching band (Hubbub Club) leads the way to the OCA parking lot, where a King and Queen of Fools are selected from the crowd of pre-teens. OCA pays all expenses and monitors the parade, with signage suggested by the PRMD. OCA provides insurance, porta potties and cleanup. The year our business & community sponsors cannot completely cover the expanded permit fees. There is no entry fee for participants in the parade.