

Memorandum

To : Santa Fe Board of County Commissioners

From : Steve Shepherd
SF County Health & Human Services Division

Date : October 12, 2011

Subject : **Professional Service Agreement between Santa Fe County and United Way of Santa Fe County.**

Issue:

A Professional Service Agreement between Santa Fe County and the United Way of Santa Fe County for funding the United Way Project Launch Program needs to be approved to allow payment for program activities in federal fiscal year 2012.

Background:

Santa Fe County was asked by the New Mexico Department of Health (NMDOH) to participate in a federal grant for "Project Launch" as the required local partner of the state entity (NMDOH). The grant is used to replicate a program that was developed by the United Way of Santa Fe County in another location in Santa Fe. The program was known as the "Agua Fria Children's Zone Project; it is now known as the Santa Fe Children's Project. Professional Service Agreements were approved by the BCC for federal fiscal year 2009 in the amount of \$ 732,674, and \$ 733,000 federal fiscal years 2010 and 2011.

This is a federal grant that is expected to continue for one more fiscal year in an amount around \$ 733,000, assuming money is available on the federal level.

Recommendation:

Staff recommends that the Santa Fe Board of County Commissioners approve the Professional Service Agreement with the United Way of Santa Fe County in the amount of \$ 733,000 for federal fiscal year 2012.

**PROFESSIONAL SERVICES AGREEMENT
WITH UNITED WAY OF SANTA FE COUNTY
FOR THE PROVISION OF "PROJECT LAUNCH" SERVICES**

THIS AGREEMENT is made and entered into on this ____ day of _____, 2011, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), a New Mexico political subdivision, and **United Way of Santa Fe** (hereinafter referred to as the "Contractor").

WHEREAS, the New Mexico Department of Health (NMDOH) successfully applied to the federal Substance Abuse and Mental Health Administration for funding under the Project LAUNCH (Linking Actions for Unmet Needs in Children's Health) grant program; and

WHEREAS, the New Mexico Department of Health (NMDOH) has released a fourth year of federal Substance Abuse and Mental Health Administration funding under the Project LAUNCH; and

WHEREAS, the County is required under a separate Memorandum Of Agreement, dated August 30, 2011 to contract for these services with the United Way of Santa Fe for contractual work being performed under this contract in the amount of \$733,000 for federal fiscal year 2011; and

WHEREAS, the County of Santa Fe committed to act as "local authority" for the project under a Memorandum of Understanding dated August 30, 2011; and

NOW, THEREFORE, the parties agree as follows:

I. SCOPE OF WORK

- A. Santa Fe County shall contract with United Way of Santa Fe Children's Project (SFCP) to:
1. Provide coordination and supervision of the Pre-K classes and family support programming at Aspen Community Magnet School , including management and oversight of parent advisory council; submit to the State-level Project LAUNCH Co-Directors and the Young Child Wellness Council minutes of advisory council meetings and outcome data on the number of families receiving services;
 2. Provide out-of-school time programs and program management at Aspen Community Magnet School for children through third grade and provide quarterly outcome data on the number of children served, the types of programs, and attendance at each;
 3. Provide program management and services for evidence-based programming that supports Project LAUNCH's five prevention and promotion strategies, including but not limited to:

a. Use of developmental assessments in a range of child serving settings

- i) Continue administering standardized screening tools to care givers and children in appropriate settings;
- ii) Provide quarterly outcome data on the number of screening tools given, including but not limited to: Ages & Stages Questionnaire (ASQ), ASQ:SE, Edinburg, Knowledge of Infant Development Inventory (KIDI), the results, and the number of referrals made;

b. Integrate behavioral health into primary care settings

- i) Identify a sub-group of the Local Young Child Wellness Council that will: focus on behavioral health in primary care settings, identify specific activities that will improve integration of behavioral health into primary care settings, and identify goals and how they relate to the Strategic Plan;
- ii) Identify policies, through the recommendations of the Local Young Child Wellness Council, to improve delivery and access to infant mental health services in primary care;
- iii) Provide quarterly data which demonstrates the number of primary care settings that provide behavioral health services for children and families in Santa Fe County;
- iv) Develop and submit to the State-level Project LAUNCH Co-Directors, by October 31, 2011, an Implementation Plan for Positive Parenting Program (Triple P) that spells out plans for Years 1 and 2 of Triple P programming, including but not limited to: the number of providers to be trained, number of trainings to be offered, number of sites that will provide interventions, plans to inform and educate potential providers, plans for social marketing and public awareness; plans to expand and grow the program, and specific components of the local Project LAUNCH Strategic Plan that is addressed by Triple P activities;
- v) Provide Triple P Level 2 and 3 interventions in primary care settings to parents with specific concerns about their child's (birth – age eight) development or behavior;
 - 1. Report quarterly the number, level, and site of interventions;
 - 2. Report quarterly the number of families served through the interventions;
 - 3. Provide information regarding the number of newly trained providers and provider sites each quarter;

c. Provide mental health consultation

- i) Submit to the State-level Project LAUNCH Co-Directors, by December 1, 2011, a written description of the mental health

consultation model being implemented through the Santa Fe Children's Project/Project LAUNCH which identifies the core program components: solid program infrastructure, highly-qualified consultants, and high-quality services, as cited in *What Works?: A Study of Effective Early Childhood Mental Health Consultation Program*. Washington, DC: Georgetown University Center for Child and Human Development; include information on implementation of the mental health consultation model, how and where it will be used, including the level of intervention intensity; the name and qualifications of the mental health consultant(s); and how the model fits in the strategic plan;

- ii) Create a written plan for training, supervision, and support needs of the consultant(s) by March 31, 2012;
- iii) Provide quarterly outcome data indicating the effectiveness of the model and as it is implemented, including outcomes at the child, family, staff, and program level;

d. Offer home visiting services

- i) Support two home visitors with a case load of 15 families each and one home visitor with a case load of 12 families and train the SFCP provider network of eight (8) home visitors in First Born® model and in Infant Mental Health best practices;
- ii) Provide quarterly outcome data from developmental assessments used during home visiting that identify developmental delays and warning signs and are appropriately referred;
- iii) Promote strength-based relationship skills between parents/care givers and children in home visiting services;
- iv) Provide quarterly outcome data on the number of mental health referrals made as a result of home visits with mothers and children through age three;
- v) Increase the number of referral agreements, provide a list of agencies with whom there are written agreements, and provide a written plan, by April 30, 2012, for service coordination and removal of barriers of care for mothers and children needing those services;
- vi) Provide quarterly information about training and number of providers trained on each topic;
- vii) Provide and document outreach activities to pregnant women at the Santa Fe Indian Hospital to increase Native American enrollment in the First Born home visiting program and Triple P;

e. Provide family strengthening and parent skills training

- i) Support a Community Outreach Professional to continue the community school and neighborhood outreach programming, such as

- adult classes, parent workshops, family activity nights, and community gardens at the Aspen Community Magnet School;
- ii) Provide quarterly outcome data that reflects the number of successfully completed community school and neighborhood outreach programs including the type of programming and number of participants attending each session;
 - iii) Convene Community Conversations quarterly at various locations in Santa Fe County, using the Harwood Institute Model for Civic Engagement, to discover the interests, needs, and concerns of constituents in the identified communities and provide a written report to the State-level Project LAUNCH Co-Directors and the Local Young Child Wellness Council after each Conversation that details who attended, what the community members want and how the SFCP and the Local Young Child Wellness Council can best address the identified needs, how to draw more community members to the next Conversation, and an evaluation of the effectiveness of the conversations;
 - iv) Train SFCP clients to advocate for their needs through a Neighborhood Empowerment Group at selected sites;
4. Provide management of local Project LAUNCH activities, including but not limited to:
- a. Convene and meet regularly (at least quarterly) with the Local Young Child Wellness Council and submit the minutes of each meeting to the State-level Project LAUNCH Co-Directors;
 - b. Demonstrate evidence of increased collaboration with local early childhood service systems by increasing the number of new participating partners in the Local Young Child Wellness Council, particularly primary care and mental health practitioners as well as those entities identified as important within the Project LAUNCH Request for Applications (RFA), note in the minutes the names of new Council members; provide specific data related to activities to build collaborative relationships with Pueblos in Santa Fe County;
 - c. Meet monthly with the State-level Project LAUNCH Co-Directors to provide updates on the status of the local LAUNCH initiative and staffing, including related initiatives and programs working in collaboration with the SFCP to improve child wellness; explain how these activities are relevant to the rest of the state and what lessons learned can be applied in other communities throughout New Mexico; and how the State-level Project LAUNCH can support this work to create system change; discuss successes, challenges, and emerging issues and strategize how to address these issues;
 - d. Participate in conference calls, grantee meetings, and trainings with the Federal Project Officer (FPO), Technical Assistance Specialists, and/or

- Cross-Site Evaluators, as determined by the FPO. Travel to be reimbursed at the mileage and per diem rate prescribed in the regulations of the New Mexico Mileage and Per Diem Act;
- e. Cooperate with the Project LAUNCH Federal Project Officer, Project LAUNCH Cross-Site Evaluators, and State Project LAUNCH Co-Directors;
 - f. Submit quarterly reports to State-level Project LAUNCH Co-Directors, which reflect progress toward compliance with Scope of Work, including outcome data on all goals and objectives in the local Strategic Plan, no later than 15 days after the close of the quarter. The final report should also include a detailed accounting of expenditures for the budget period;
 - g. Provide an updated Strategic Plan by January 31, 2012, which includes evidence of completed goals and new goals to be added as a response to the Community Conversations and work of the Young Child Wellness Council;
 - h. Provide all required and requested data for the Substance Abuse and Mental Health Services Administration (SAMHSA) report system: Transformation Accountability (TRAC), Government Performance and Results Act (GPRA), and the Cross-Site Evaluation (CSE);
 - i. Submit, with the quarterly report, a written report of all professional development conferences attended and all LAUNCH funded trainings provided describing how the information received at the conference/training will be used/implemented in Santa Fe County and the implications for state-wide dissemination, include the names of LAUNCH funded staff who participated;
 - j. Identify DOH/MCH and SAMHSA Project LAUNCH as a funding source in the facility and in any printed documents, media presentations, training programs and training materials, brochures, and programs which are purchased or produced under this Agreement;
 - k. Submit all material specifically related to Project LAUNCH, developed for public or media distribution, including but not limited to advertising or media campaigns, pamphlets, brochures,, etc, or public service announcements, to State Project LAUNCH Co-Directors for approval prior to final distribution;
 - l. Ensure diversity of programs and structure. Ensure that programs offered meet federal cultural and linguistic access standards to better serve the target population;
5. Sub-contract with a program approved vendor to provide evaluation of the project including, but not limited to:
- a. Determine the costs of implementing the program across the various populations served;
 - b. Define the quality of implementation of evidence-based programs and practices (process evaluation);

- c. Describe the strength of local and State or tribal partnerships;
- d. Detail the effectiveness of grant funded interventions;
- e. Cooperate with the Project LAUNCH Cross-Site Evaluators, Federal Project Officer, Technical Assistance Specialists, and State Project LAUNCH Co-Directors;
- f. Provide all data requested by the Cross-Site Evaluators and the SAMHSA reporting requirements within the Transformation Accountability (TRAC) and Government Performance and Results Act (GPRA) system;
- g. Participate in conference calls, meetings, and trainings requested by Project LAUNCH Cross-Site Evaluators, Federal Project Officer, or State-level Project LAUNCH Co-Directors;
- h. Identify DOH/MCH and SAMHSA Project LAUNCH as a funding source in the facility and in any printed documents, media presentations, training programs and training materials, brochures, and programs which are purchased or produced under the Agreement.

FY12 Budget

Deliverable 1: Pre-K Coordination and Supervision	\$ 74,669.00
Deliverable 2: Out-of-School Time Program Management	\$ 143,173.00
Deliverable 3: Evidence-based Program Management and Services	\$ 181,530.00
Deliverable 4: Local Project LAUNCH Activities Management	\$ 196,228.00
Deliverable 5: Evaluation	\$ 137,400.00
Total:	\$ 733,000.00

B. Services will be performed in **Santa Fe County, New Mexico.**

C. Performance Measures.

CONTRACTOR shall substantially perform the following Performance Measures: Through satisfactory completion of the Scope of Work set forth above, the CONTRACTOR will assist the DOH to meet the portions of its 2012 Strategic Plan that relate to the DOH's mission to prevent, protect, provide, promote and partner to improve health services systems and assure that critical public health functions and safety net services are available. Further, a specific measure identified is:

Program Area 2: Public Health

Objective 1: Increase the capacity of the Department of Health to decrease disparities.
Performance Measures:

- Increase the percentage of first newborns/moms receiving support services/parenting through community home visiting/support programs.

- Reduce the number of children witnessing violence (exposed to domestic or sexual violence) as expressed by the percentage of children present at a domestic violence scene.

II. COMPENSATION, INVOICING, AND SET-OFF

- A. Total compensation under this Agreement shall not exceed \$733,000.00 and is to be paid as follows:
1. Payments to the Contractor shall be made on a monthly or bi-monthly basis for approved invoices. Payment shall be made upon receipt and approval of a detailed, certified invoice and acceptance of the work by authorized county personnel. Thirty (30) days shall be allowed for payment after receipt of the invoice.
 2. Payments made under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

III. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate on November 15, 2012, unless earlier terminated pursuant to Section V (Termination) or Section VI (Appropriations and Authorizations).

IV. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Paragraph 1, SCOPE OF WORK of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 2, COMPENSATION, INVOICING, AND SET-OFF, of this Agreement, and for not other cost, amount, fee, or expense.
- B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

V. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot

with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

- B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

VI. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

VII. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

VIII. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

IX. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

X. PERSONNEL

- A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

XI. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

XII. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

XIII. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

- A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.
- B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

XIV. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

XV. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK", of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

XVI. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

XVII. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

XVIII. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

XIX. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of

or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

XX. RECORDS AND INSPECTIONS

- A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).
- B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

XXI. INDEMNIFICATION

- A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.
- B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.
- C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under

this Agreement.

XXII. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

XXIII. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
 Office of the County Attorney
 102 Grant Avenue
 Santa Fe, New Mexico 87501

To the Contractor: United Way of Santa Fe
 ATTN: Katherine Freeman
 440 Cerrillos Road, Suite A
 Santa Fe, NM 87501

XXIV. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

- A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.
- B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.
- C. Contractor is legally registered and licensed to operate as a business in New Mexico and shall maintain such registration in good standing throughout the duration of the Agreement.

XXV. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

XXVI. LIMITATION OF LIABILITY

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2, "COMPENSATION AND INVOICING," of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

XXVII. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

XXVIII. INSURANCE

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.
- C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.
- D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

XXIX. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

XXX. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

XXXI. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

XXXII. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

The Contractor hereby irrevocably appoints, _____, a New Mexico resident company located at, _____, Santa Fe, NM 87501, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

XXXIII. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY:


CONTRACTOR:

Virginia Vigil, Chairperson
Board of County Commissioners

Katherine Freeman

Valerie Espinoza
County Clerk

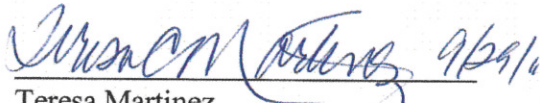
Approved as to Form:


Stephen C. Ross
Santa Fe County Attorney

Its: _____
(Print Title)

FEDERAL TAX I.D. NUMBER

Finance Department Approval:

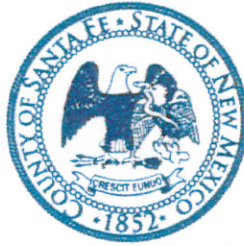

Teresa Martinez
Santa Fe County Finance Director

_____ 85-0163601 _____

Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Memorandum

Date: October 25, 2011

To: Board of County Commissioners

From: Jack Kolkmeier, Director, Growth Management Department
Land Use Administrator

JK

Subject: Growth Management Department Update

The Growth Management Department presents an update of activities since January 1, 2011. Specific Division information and data are included in your packet.

The Growth Management Department includes Planning, Building and Development Services/Code Enforcement and Geographic Information Services (GIS).

A personnel booklet is also being provided that lists all current staff and their duties. A Community Planning Program Information Guide is included. A Cash Receipts Report showing all fees brought into the GMD is also provided.

Requested Action

This is an information item.

GROWTH MANAGEMENT DEPARTMENT

UPDATE

25 OCTOBER 2011

JACK KOLKMEYER, DIRECTOR
Land Use Administrator

BUILDING AND DEVELOPMENT SERVICES

PLANNING

GIS

Growth Management Department Mission Statement

- To preserve the character of our existing communities and unique rural landscapes;
- to guide future growth and development through effective planning, zoning, data analysis, permitting and enforcement;
- to make available meaningful choices in terms of alternative living environments and life styles;
- to preserve resources for future generations; and,
- to address the needs and concerns of our citizens while ensuring their quality of life.

The Growth Management Department consists of four Divisions:

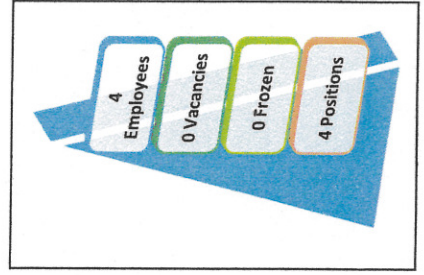
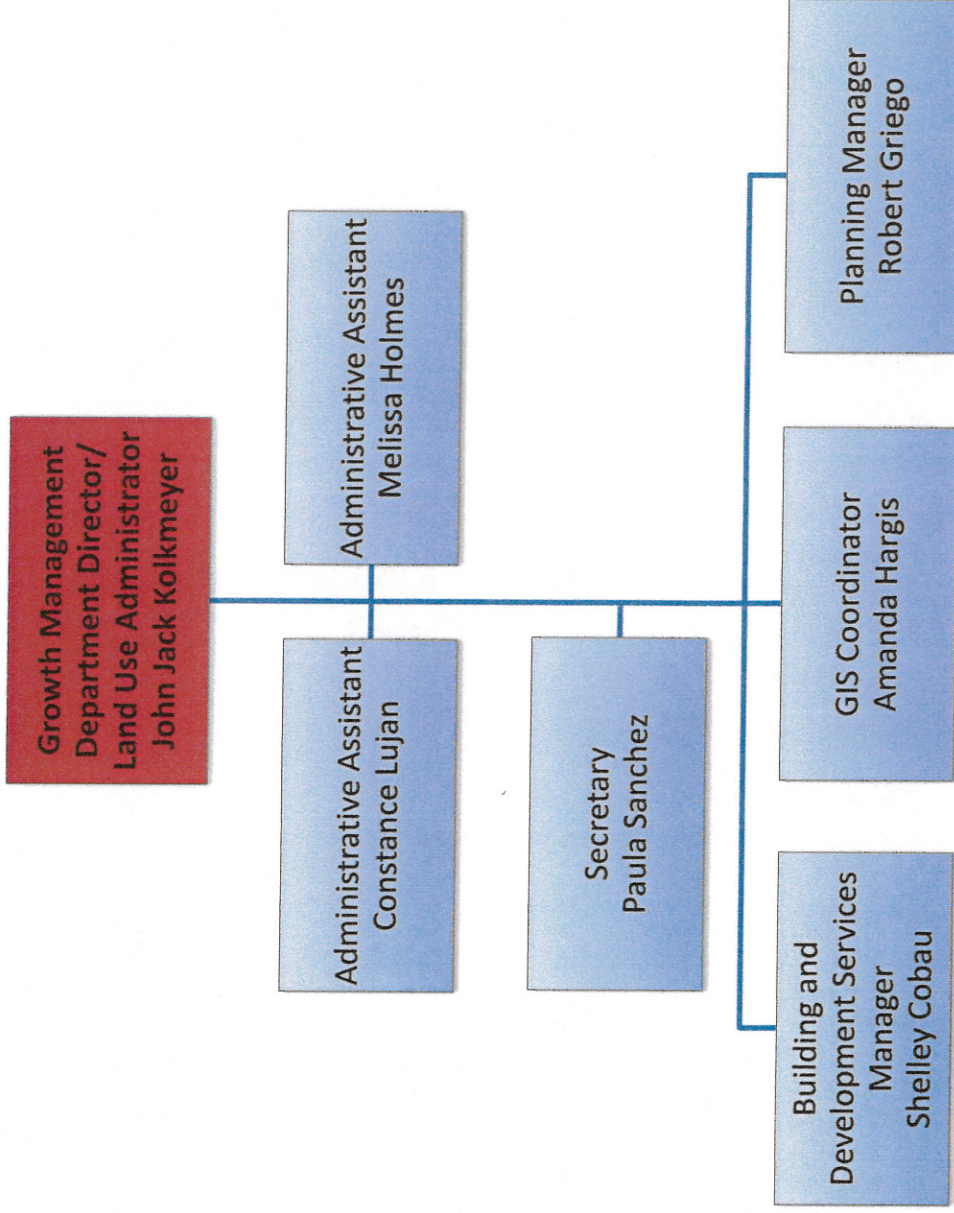
Administration;

Building and Development Services, including Building and Development Review and Permitting, and Code Enforcement;

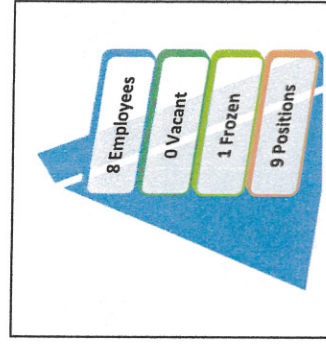
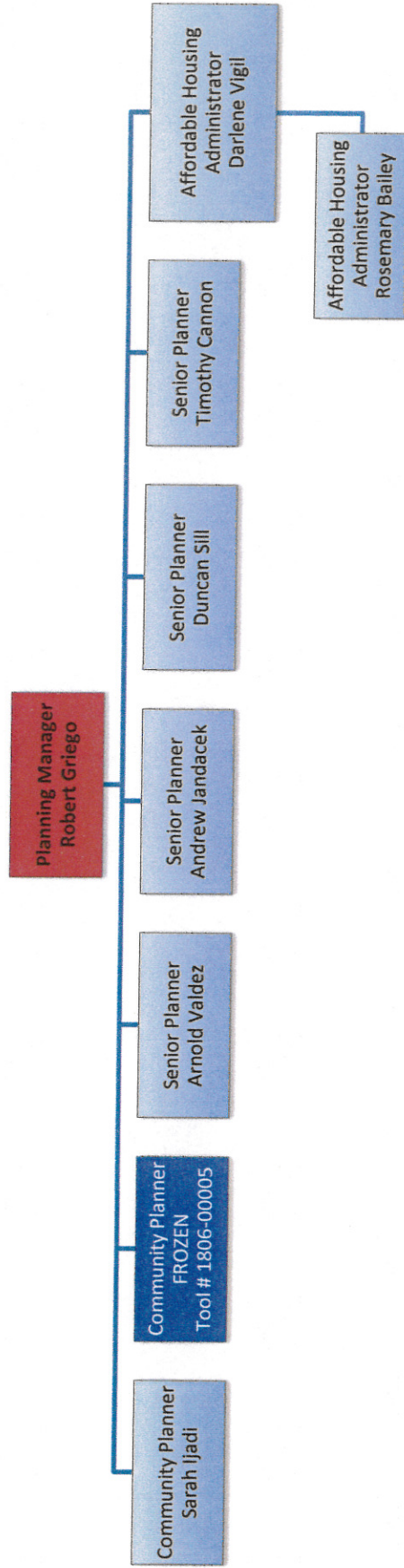
Planning, including Community Planning, Transportation; Economic Development; Water Conservation; Renewable Energy and Mapping Services; and

Geographic Information Services (GIS), including Data Integration, Mapping Services, Data Analysis and E911/Rural Addressing.

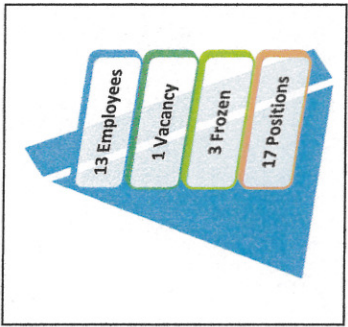
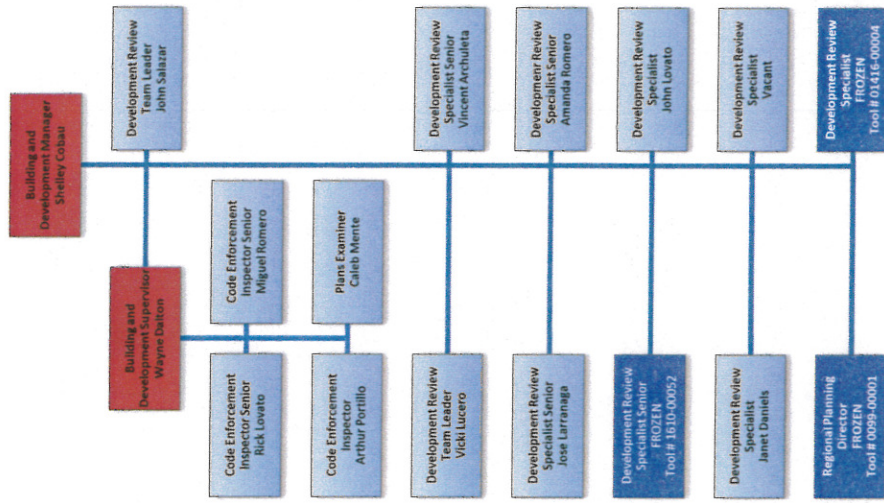
Santa Fe County Growth Management Department Administration



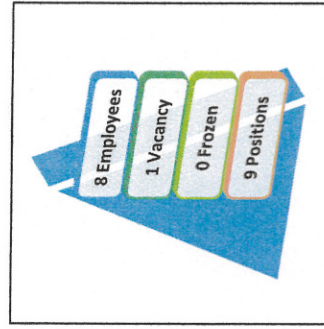
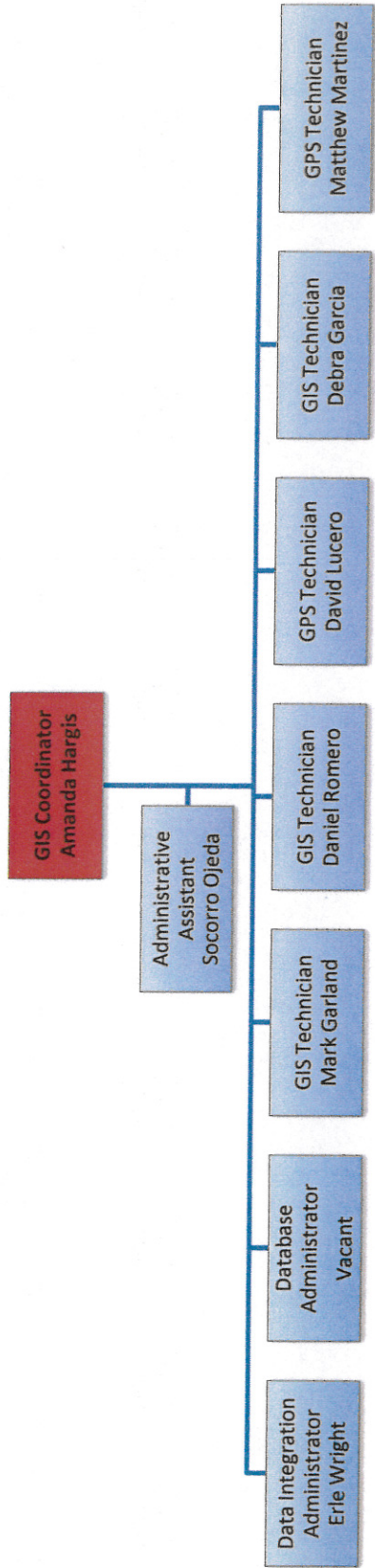
Growth Management Department / Planning and Sustainable Planning Division



Growth Management Department / Building Permits & Development Review Office



Growth Management Department / GIS/E-911 Office



PLANNING

ROBERT GRIEGO, MANAGER

**COMMUNITY PLANNING
ECONOMIC DEVELOPMENT
TRANSPORTATION**

Planning Projects

Sustainable Growth Management Plan

Adopted by the Board November 2010. Published Plan and Begin implementation of Plan

Sustainable Land Development Code (SLDC)

Public Input Process (PIP)

- Identified CDPs (Concept Decision Points) and prepared background information
- Held three series of Public Meetings throughout the County
- Established and held Focus Groups for home based business, green building standards, agriculture and ranching, open space and trails and affordable housing.
- Review and draft recommendations for the Community College District as it relates to new SLDC.

Board of County Commissioners Study Sessions

- Held two study sessions to provide information to the Board on the process and get direction on CDPs. The Study Sessions were held on June 21, 2011 and September 27, 2011.

Code Draft Team

- Participate in code draft as part of Code Draft Team

Technical Review Team

- Participate in Code Draft as part of TRT
- Mapping

Regional Planning Authority

Staff Liaison to RPA

Community Planning

- La Cienega/LaCienguilla Community Plan: Working with planning committee on the plan revisions and consistency review with SGMP.
 - Community Plan is being finalized and will be undergoing community review.
 - Community meetings to review the plan will be held in the fall
 - Plan anticipated to be submitted to the Board for Public Hearings by Dec. 2011
- Galisteo Community Plan: Working with planning committee on final draft of the Galisteo Community Plan.

- Consistency Review & Revisions to the Draft Galisteo Community Plan
 - Community wide open house to review the plan scheduled for November meetings to review the plan will be held in the fall
 - Plan anticipated to be submitted to the Board for Public Hearings by Dec. 2011
 - Plan Approval Schedule-Drafted a schedule to determine and assign tasks and key for plan approval. The goal is to have draft ready for BCC consideration by the end of the year.
- Tesuque Village Planning Committee
 - Planning Process approved by the Board in August
 - Prepare for the Community Organization and Registered Organization Program recommended in the SGMP and prepare a Community Planning Program Information Guide.

Work with other agencies government entities:

- Galisteo Archaeological Sites Protection Act: Participate in monthly Organizing Committee meetings and archaeological site visits, and review of management plan.
- Northern Rio Grande National Heritage Areas: Participate in meetings and working on tri-county historic resource management plan.
- New Mexico Acequia Association: Work with association staff in acequia related matters and attend/participate NMAA functions
- La Bajada Working Group: assist with multi-stakeholders coordination on issues regarding wildlife habitats and agricultural water use by La Bajada Village
- National Park Service: working with NPS staff on review of La Bajada Cultural Landscape Report.
- University of New Mexico: working with Community-Regional Planning students on a case study of La Bajada Mesa. Serve as a technical resource for the students and assist in the review of class documents.

Transportation Planning

Transit Planning-Worked on development of Santa FE County Transit Plan which includes reestablishment of service from Edgewood to Santa Fe and includes service to the communities of Edgewood, Moriarity, Stanley and Galisteo.

Metropolitan Planning Organization-working on development of Santa Fe Bikeways Master Plan
Regional Planning Organization Meetings

Economic Development

Major Economic Development Projects

Critical Infrastructure:

- Regional Broadband-REDI Net
- Renewable Energy Financing District
- Financial and Resource Infrastructure
 - La Bajada Ranch –Developing structure for assessment and potential development of property in collaboration with County Departments and external constituencies.

Cluster Industry Activities

- Santa Fe Studios-65 acre film facility development; \$100mm annual production revenue; 400 jobs; \$20mm+ annual payroll. LEDA supported
- Bicycle Technologies International (BTI)-expansion LEDA supported. 40 new jobs in phase 1.
- Regional Media Strategy-alignment and development of financing, capital infrastructure; develop niche strategy with core and ancillary activities
- Regional food security and economics, including green infrastructure assessment and potential development
- Arts and Culture-task force established via BCC Resolution and actively working with local communities of La Cienega and Madrid

Business Support Services and Workforce Development:

- Collaboration with City of Santa Fe- Business Services Support -outreach to region businesses and TA support.
- Collaboration with regional partners-SFCC, SF Business Incubator, SF Alliance
- Partnership with SFCC Sustainable Technologies Center-internships, collaborative activities with energy and water conservation
- Partner with SF Alliance-food and fuel project training opportunities

Regional Alliance

- Regional Planning Authority taking role and established Economic Development Task Force
- SF County is part of Regional Economic Development Initiative (7 local government partnerships in Northern NM)
- Part of NMEDDD Certified Communities Program
- Part of Regional Coalition of LANL Communities working on issues related to economic diversification
- Partnerships with Farmers Market, Food Policy Council and others to address food economics and security.
- Partnership with North Central Economic Development District (NCNMEDD)
- Partnership s with local economic organizations-e.g. Chamber of Commerce, SF Small Business Incubator, SF Alliance, etc.
- Collaboration with area tribal entities

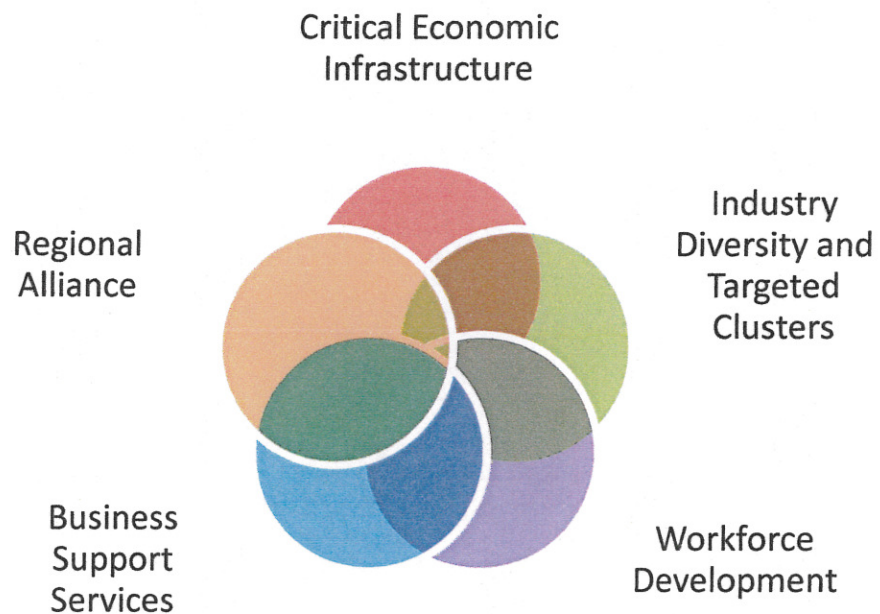
Economic Development Program

Duncan Sill

Santa Fe County
Economic Development
Updated October 2011

Approach

- County Approach to Economic Development has five integrated aspects:
 - **Critical Economic Infrastructure**
 - **Cluster Targeted Industries**
 - **Workforce Development**
 - **Business Services Support**
 - **Regional Alliance**



- Building Blocks (via program and resource development):
 1. Rebuild Foundation and Equity
 2. Invest in appropriate industry activities and critical economic infrastructure
 3. Manage Leakage
 4. Stabilize Employment
- Important to establish public and private partnerships and strengthen regional alliance—especially with critical infrastructure

Current County Economic Development Activities (highlights):

1. Critical infrastructure

- Regional Broadband--REDI Net with northern partners, \$10.6mm in ARRA assistance; supports economic development, public safety/law enforcement, tele-medicine and healthcare, distance learning, other social services. Interconnection with Kit Carson network--\$63mm initiative. Metro network needs to be developed and SF County works closely with City of Santa Fe, SF Comm. College, SF Indian School and IAIA, all as part of the Santa Fe Regional Telecom Coalition
- Renewable Energy Financing District—Renew Santa Fe Program offers financial assistance (loans) to residential and commercial property owners to make renewable energy improvements. Potential to create smart and green grid solutions. Currently developing commercial component of the program.
- Financial and Resource infrastructure—development of viable strategies and resources, with focus on long term return on investment. Assessment of critical regional resources—water, food systems, civil, social and green infrastructure
- La Bajada Ranch -Developing structure for assessment and potential development of property in collaboration with County Departments and external constituencies.

2. Cluster Industry Activities

- Santa Fe Studios—65 acre film facility development; \$100mm annual production revenue; 400 jobs; \$20mm+ annual payroll. LEDA supported
- Bicycle Technologies International (BTI)—expansion LEDA supported. 40 new jobs in phase 1.
- Farmers Market Facility—LEDA supported completion of Railyard building.

- Regional Media Strategy—alignment and development of financing, capital infrastructure; develop niche strategy with core and ancillary activities
- Regional food security and economics, including green infrastructure assessment and potential development
- Arts and Culture—task force established via BCC Resolution and actively working with local communities of La Cienega and Madrid

3. Business Services Support

- Collaboration with City of SF—outreach to region businesses and TA support.
- Collaboration with regional partners—SFCC, SF Business Incubator, SF Alliance

4. Workforce Development

- Partnership with SFCC Sustainable Technologies Center—internships, collaborative activities with energy and water conservation
- Partner with SF Alliance—food and fuel project training opportunities

5. Regional Alliance

- Regional Planning Authority taking role and established Economic Development Task Force
- SF County is part of Regional Economic Development Initiative (7 local government partnerships in Northern NM)
- Part of NMEDDD Certified Communities Program
- Part of Regional Coalition of LANL Communities working on issues related to economic diversification
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- Partnership with North Central Economic Development District (NCNMEDD)
- Partnerships with local economic organizations-e.g. Chamber of Commerce, SF Small Business Incubator, SF Alliance, etc.
- Collaboration with area tribal entities

Contact: Duncan Sill, dsill@santafecounty.org or 505-995-2728

BUILDING AND DEVELOPMENT SERVICES

SHELLEY COBAU, MANAGER

**Code Enforcement Program
Wayne Dalton, Coordinator**

BUILDING AND DEVELOPMENT SERVICES

- ❖ The Building and Development Services Section comprised of thirteen employees processes and provides review of Land Use applications related to zoning, platting and subdivisions for Code compliance. Facilitates public hearings and presents before the Governing bodies regarding development projects.
- ❖ This division also processes applications for business licenses, sign permits, burial permits, film permits, special use permits, home occupation applications, and commercial building permits.
- ❖ Code Enforcement reviews and physically inspects subdivisions, development of individual tracts of land for compliance with County Codes, all government agency requirements, and conditions of approvals by the Board of County Commissioners. Assures compliance with County Codes throughout Santa Fe County and advise the public in the field as well as in the office. Enforces the County Code and follows up on complaints by the public, other governmental agencies and the County Commissioners, and attends Court hearing on matters related to Code enforcement.
- ❖ This division is responsible for MS4 program development (NPDES compliance) and compliance and for Floodplain Management.

Since January of 2011, BDS staff has processed the following:

Walk in Customers: 22 per day (avg.)	Number of lots created through land division, family transfers: 63
Film Permits: 12	Liquor License Applications: 9
Home Occupation Business Licenses: 30	Zoning Statements: 10
Commercial Business Licenses: 21	Appeals/Approvals: 7
Administrative Development Permits: 433	Accessory Structures (<2000 sq. ft.): 2
Courtesy Inspections: 20	Complaints: 117
Master Plans: 1	NOV's Issued: 127
Development Plans: 7	Active Court Cases: 41
Variances: 16	
Floodplain Determinations: 10	

Special Projects:

Implementation of NPDES MS4 Program

1. **Description:** 5-year plan as mandated by the EPA developed and submitted to the EPA in late August of 2009. As the operator of a medium and small separate stormwater sewer system (MS4), Santa Fe County must develop a plan and implement and enforce a stormwater management program to reduce the discharge of pollutants from all sources to the "maximum extent practicable" through the use of Best Management Practices. The developed program identifies inexpensive BMP's to bring Santa Fe

County into compliance with this mandate. The developed program is under review by the EPA.

2. Remaining Implementation Steps Year One:

- a. Santa Fe County will develop an Ordinance governing illicit discharge and stormwater quality protection—this Ordinance will be incorporated into the Sustainable Land Development Code, adoption by the governing body (Board of County Commissioners) slated for January of 2012.
 - b. Complete adoption of the Subdivision Planning, Platting and Zoning Ordinance by the Extraterritorial Land Use Authority, which along with existing Extraterritorial Land Use Joint Powers Agreement, Annexation Phasing Agreement and Settlement Agreement; place much of the urban area (as defined by the EPA) into the jurisdiction of the City of Santa Fe for monitoring and enforcement of stormwater. Ordinance is slated for adoption by a joint City/County governing body in August of 2012. **(item completed)**
 - c. Identify existing illicit discharge and locate all storm drain inlets and outlets via GPS and incorporate into County's Geographic Information System. This will be updated regularly as new point source locations are identified in the development application process. Identify the need to adopt ordinances to prohibit non-stormwater discharges and identify procedures for enforcement. Identify illicit discharge locations via public involvement (complaints), visual screening, dry weather screening methods, and through the use of a line camera if needed.
 - d. Finalize development and publication of a water conservation/stormwater management brochure for distribution to the general public and owners of commercial property in order to inform them about the impact of stormwater discharge and the steps that can be taken to reduce or prevent stormwater pollution. These brochures or fact sheets will be included in utility bills. Additionally, outreach materials from the State of New Mexico Environment Department and the U.S. Environmental Protection Agency will be utilized and distributed to 4th graders, realtors, permit applicants, engineer's, surveyors, contractors, etc. through the County's existing outreach program.
 - e. Utilize the County well metering database and website to distribute stormwater management outreach materials to property owners not on the County utility.
 - f. Develop a Stormwater Facility Capital Improvement Program to aid in identification of problem areas, establish stormwater management impact fees, development of regional facilities to control stormwater runoff in problem areas and assist the development community with facility design.
3. **Time Frame:** 5-year plan, 2012-2017, annual updates must be prepared and reported to EPA.
 4. **Fiscal Impact:** Annually \$7500.00 for printing and outreach materials, beginning year two.
 5. **Funding Secured:** \$0 (year one will utilize existing programs and staff to implement)
 6. **Funding Source:** General Fund
 7. **Responsible Party:** BDS, S. Cobau
 8. **Internal/External Impact:** Internal: Existing staff will take on extra workload to facilitate plan implementation, significant field work will be involved which will require coordination with the county surveyor and GIS for mapping. Code Enforcement staff attending trainings inasmuch as possible to augment program implementation and inspections, as budget allows. External: Public awareness of this federal program will be enhanced.

Implementation of Certificate of Completion for Development Permits

1. **Description:** Through conducting preliminary, pre-final and final Inspections County staff will assure that all plat and ordinance requirements are met for all building projects in Santa Fe County. Coordination with the State of New Mexico's Construction Industries Division will assure that this agency does not issue a final Certificate of Occupancy until County criterion is met. In 2009 an email address was set up wherein CID and residents can request inspections.
2. **Remaining Implementation Steps:** Final coordination with CID. Because CID is mandated to respond to inspection requests within 24-hours of receipt County staff will diligently conduct all inspections in a timely manner. Finalization of Certificate of Completion Form.
3. **Timeframe:** Ongoing, begin no later than January 2012
4. **Fiscal Impact:** None, inspection costs covered with Fee Ordinance Implemented in 2008.
5. **Funding Secured:** Yes
6. **Funding Source:** General Fund, BDS Budget
7. **Responsible Party:** BDS, S. Cobau/W. Dalton
8. **Internal/External Impact:** Internal: Code Enforcement staff is in ongoing training, both in the office and in the field to improve inspection strategy. Two staff members will become certified public infrastructure inspectors, when budget allows for training.. External: Improves enforcement and quality of construction.

Building and Development Services Archive Assessment Report

1. **Description:** Building and Development Services is undertaking the assessment of approximately 1,270 boxes currently being archived with Iron Mountain.
2. **Remaining Implementation Steps:** Creation of Internal Data Base:
 - a. Track assessment of files within boxes which are retrieved from Iron Mountain for research by staff, for reference by the Assessor's Office and Public Information/General Public Request's.
 - b. Track boxes for future retention.
 - c. Track boxes for future destruction.
 - d. Re-archive boxes pending the approval and implementation of a records retention schedule for the Building and Development Services Department.
 - e. Retrieval of files from Iron Mountain:
 - f. In an effort to reduce cost, archive requests have been limited to Wednesdays only.
 - g. Retrieval of individual files is no longer allowed.
 - h. Archive retrieval for the purpose of public requests is being charged a \$50.00 fee, per box, plus fees for copies.
 - i. Utilize County Staff to return boxes to Iron Mountain (when necessary).
 - j. Archived Administrative/Administrator boxes (files) were retrieved:

- k. 0 boxes were retained.
 - l. 24 boxes were destroyed.
 - m. Archived Planning/Mapping boxes (files) were retrieved:
 - n. 3 boxes were retained.
 - o. 18 boxes were destroyed
 - p. 50 Archived Planning and Administrative/Administrator boxes to be retrieved and assessed.
 - q. Staff will retrieve remaining inventory of Administrative/Administrator and Planning files for assessment of retention and/or destruction.
 - r. Retention Schedule:
 - s. Create a Records Retention Schedule to be presented to the State and BCC for approval.
 - t. Staff will retrieve boxes (files) which were processed under the Extraterritorial Zoning Ordinance (EZO). The EZO is non-existent. A majority of these files pertain to which is now the presumptive City Limits. An assessment will be made on these files as to the jurisdiction of the approvals.
 - u. Staff has contacted the City of Santa Fe in reference to these files. The City of Santa Fe wishes to obtain control of these files for reference, therefore allowing the inventory, of these particular boxes, at Iron Mountain to be reduced substantially.
 - v. As part of the assessment staff will enter remaining boxes (EZO) into the data base for future retention and destruction.
 - w. Proposed Long Term Archive Assessment:
 - x. Implementation of Retention Schedule to be utilized for retention and destruction of current and future archives.
 - y. Complete assessment of archives for the retention or destruction of the remaining boxes at Iron Mountain.
 - z. Implementation of Digital archiving system to be approved by the State to eliminate storage of boxes at Iron Mountain or any other facility.
3. **Timeframe:** Ongoing
4. **Fiscal Impact:** Yes
5. **Funding Secured:** Yes
6. **Funding Source:** General Fund
7. **Responsible Party:** BDS, W. Dalton, M. Holmes, J. Larranaga, A. Romero
8. **Internal/External Impact:** Internal: Staff continues to coordinate this project with the City staff, but due to staffing shortage, this can only be addressed as time allows.

**GEOGRAPHIC INFORMATION SYSTEMS
GIS**

AMANDA HARGIS, MANAGER

**GIS & E-911 Productivity Report
FY 2012 to date (July, August, September 2011)**

Data Development and Analysis

- County facilities

- Photos and descriptions of county facilities for income opportunities

- Trails

- Acequias

- Redistricting using Federal Census data

- Property research for acquisitions

- Overlays of AutoCAD engineering drawings onto parcels and orthophotos

308 work orders for maps or data

- 106 for county offices, average 75 minutes per request

- 202 for individuals and businesses, average 34 minutes per request, half walk-in and half via phone or email

~ 250 address verifications in the office

- Majority for MVD, Mortgage companies, satellite offices, dump permits

Site visits and verifications in rural county (#s depend on the road conditions)

Mapping of new data for E-911 purposes and assigning new road names

- Roads

- Houses and businesses

- Cell towers, Electrical hookups

Address assignment signature on recorded plats (about 100/month)

General inquiries from public and other county offices

Where addresses are located

The assigned address of buildings

What district certain addresses are in

Spreadsheets of adjoining addresses for notifications

Status of roads (public vs. private; dirt vs. paved)

CASH RECEIPTS REPORT

January through September, 2011

COMMUNITY PLANNING PROGRAM

INFORMATION GUIDE

Santa Fe County Community Planning Program



Information Guide

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Introduction

In order to evolve the community planning process and improve community participation and outreach, the Sustainable Growth Management Plan (SGMP) sets forth several policies that will be implemented through the County's **Community Planning Program** that will be codified in the Sustainable Land Development Code (SLDC).

The purpose of this document is to inform public participation and guide current planning efforts. The intent is to ensure that community plans, the community planning process and public involvement is in compliance with the SGMP.

Community Planning Program Purpose and Intent

Sustainable community planning depends on the balance and compatibility of systems, both natural and human, while creating a lifestyle and development patterns that respects and works within the natural environments' limits. Santa Fe County has built a strong tradition of community-based planning spanning from past decades to the present. As our communities continue to change and grow, community planning plays an important role in ensuring that future growth is in harmony with existing settings.

Public Involvement

Policy 1.1: The public should be included in County growth management planning to include community plans, area plans, district plans and development review activities.

To involve the public in both on-going growth management activities and the drafting of new or amending existing community plans, the community planning program as outlined in the SGMP includes two approaches:

For the drafting of new or for amending existing community plans, the program refines the current community planning ordinance which establishes Community Planning Committees (CPC's). A CPC may form to engage the community to initiate, draft and present the plan in collaboration with County Planning staff.

For ongoing activities, the program will establish through the SLDC a structure for community participation through formalized Community Organizations (CO's) and Registered Organizations (RO's). The CO's and RO's participation will be on an ongoing basis with regular meetings and schedules.

Community Planning Committees (CPC's) & Community Plans

The community planning process is intended to allow individual communities to develop a community land use plan and regulations based on the conditions and desires of the communities, allowing for the plan to be amended over time as the community changes. A Community Planning Committee may draft a Community Plan for a specific geographic area and develop a future land use plan to include land uses,

densities and design guidelines for the community. County staff works directly with these groups to develop the Community Plan, which will be an amendment to the Sustainable Growth Management Plan when it is approved by the Board.

The community planning process allows traditional, contemporary, traditional historic or other unincorporated community to work at their own pace in context to the attributes of their settings and systems in coordination with the County. Community plans are not intended to be comprehensive plans. The goal is to identify issues related to growth and development, document existing conditions, and draft a future land use plan that will address issues and support the community vision. After adoption by the Board, a community plan is implemented through a Planning District Ordinance that becomes an amendment to the Land Development Code.

To initiate a community planning process, a representative Community Planning Committee (CPC) is established by the community and authorized by the Board. Members of a CPC shall be residents, property owners and business owners in the community and be representative of its diversity. Once this Committee is recognized by the Board, planning activities may begin. Where other communities are affected by the planning effort, those communities shall receive reasonable notice of the planning effort and the Planning Committee meetings.

Community Planning Process

Communities may prepare a community plan in accordance with the planning process set forth in the SLDC and following principles of the SGMP.

The initiation of the planning process includes the following:

1. Planning Committee Letter of Intent
2. The planning committee shall apply to the Board of County Commissioners with their request to proceed with a community plan. The required information should include the following:
3. A list of members with broad representation from the community who have made a commitment to serve on the planning committee for the duration of the process.
4. Conditions that justify undertaking a community plan
5. Public Participation Plan
6. Public participation assures a diverse representation of community residents, property owners and business owners. A Public participation plan may include, but is not limited to, the following: public meetings, surveys, establishment of topic specific subcommittees, outreach to community groups and interested parties, and conducting focus groups.
7. Requests for County resources
8. Map of existing and proposed community boundary
9. Proof of reasonable attempts to notify the community and all affected property owners about the formation of the planning committee

Planning Committee Coordination with County Planning Staff:

Upon Board approval to proceed with a community plan, the planning committee will meet with County Staff to review the public participation plan, establish roles, scope of work, meeting schedule, work sessions and timeline.

All Community Plans should be consistent with the SGMP and other pertinent policies. Communities may address their unique needs through their Community Plans while remaining consistent with the principles and overall County directives identified in the SGMP.

Existing Community Plans will undergo a review and revision process within 3 years of the adoption of the SLDC in coordination with the Community Planning Committees. Community Plans may be updated to include new information and adjust strategies or land use designations.

An existing Community Plan may also be amended to address changing conditions or key issues not identified in the original plan. In some cases it may be necessary to completely rewrite and existing plan in order to comply with the SGMP or accommodate new community goals and address changed conditions.

Community Organizations (CO's) & Registered Organizations (RO's)

Policy 1.2: Establish a structure for community participation by adopting process for Community Organizations ("COs") and Registered Organizations ("ROs").

The CO and RO process outlined in the SGMP to improve community participation and outreach will be implemented through the adoption of the SLDC which is currently in the process of being drafted.

Community Organizations (CO's)

Forming a Community Organization (CO's) is an option for communities who want to work on a variety of issues or solve specific problems within the community on an on-going basis. Communities choosing to form CO's will organize themselves in accordance with the SGMP. Their primary function will be to comment on planning, regulation, the development review process and during the pre-application process, on proposed development projects. A CO may also prepare a Strategic Work Plan to identify issues in the community and develop strategies to address those issues. The Strategic Work Plan will be reviewed by the County and appropriate implementation actions will be coordinated with the CO. Additionally, CO's will monitor implementation of an adopted Community Plan and receive notice of proposed development and County actions within their specific geographic area.

Recognition of CO's:

Communities interested in forming a CO need to apply to the Board through the Planning Division for recognition. The application should include the following:

1. A map or written description of the organization's geographical boundaries or interests.
2. A list of the officers of the organization, including the CO mailing and e-mail addresses and telephone numbers for the receipt of notices from the Administrator.
3. A signed copy of the relevant organizing documents.
4. A regular meeting location and a regular meeting date.
5. The date the organization was founded.
6. The number of organization members.

CO Rights and Responsibilities:

CO's will have the following rights and responsibilities, upon recognition of the CO by the Board:

1. Receive notice and provide written recommendations for any discretionary development application pending within the geographic area designated in the resolution of the Board recognizing the CO, or notice of any public hearing or public meeting concerning such application.
2. Participate in administrative adjudicatory proceedings pending within the area designated in the resolution of the Board recognizing the CO, and as appropriate, present evidence and witnesses at a quasi-judicial hearing before the Board, Planning Commission, or Hearing Officer.
3. Receive notice, participate and make recommendations, as deemed appropriate by the Board, for any amendment to the SGMP, SLDC or an area, specific or community plan, official map, CIP, or zoning map, or monitoring of such documents, within the established geographical boundaries or interests of the CO.
4. Participate and make recommendations in the development of a community strategic work plan, studies, CIP, ICIP and public improvement and assessment districts, and levels of service for community infrastructure and services.
5. Coordinate with ROs, property owners, business owners and residents within the boundaries of the CO in matters related to a pending discretionary development review or administrative adjudicatory application.
6. Meet with the Administrator concerning matters of interest to the CO.
7. Participate in Town Hall meetings with the Administrator and appropriate County staff.
8. Participate in CO leadership retreats and training programs.
9. Participate in an annual Congress of Community Organizations.

Registered Organizations (RO's)

This option is created primarily to provide information to individuals or community groups about pending development review projects and planning activities within their defined geographic area. ROs will be required to submit an application and are recognized by the Administrator upon review of an application.

Recognition of RO's

Community groups interested in becoming an RO need to apply to the Administrator through the Planning Division for recognition as an RO. The RO application includes the following:

1. Defined geographic area and topic(s) of interest.
2. A list of the members of the officers of the organization, including the RO mailing and e-mail addresses and telephone numbers for the receipt of notices from the Administrator.
3. A signed copy of the adopted by-laws or other relevant organizing documents.
4. A regular meeting location and a regular meeting date.
5. The date the organization was founded.
6. The number of organization members.

RO Rights and Responsibilities.

1. RO's will have the following rights and responsibilities, upon recognition of the RO by the Administrator:
2. Receive notice of any application for discretionary development review pending within the geographic area designated in the application by the RO.
3. Receive notice and participate, as deemed appropriate by the Administrator, for any amendment to the SGMP, SLDC or an area, specific or community plan, official map of the SGMP or zoning map of the SLDC within the established geographical boundaries or interests of the RO.
4. Participate in Town Hall meetings with the Administrator and County planning staff.
5. Participate in an annual Congress of Community Organizations.

CO's and RO's Staff Support

Staff Support for CO's and RO's is limited in order to preserve the autonomy and independence of the community organizations and the due process rights of applicants. Staff support will be limited to the following:

1. For CO's and RO's: Provide notice, participate in Town Hall meetings, and participate in development of any study, plan or regulation as deemed appropriate by the County Manager;
2. For CO's: Participate in annual CO retreats and training programs, annual Congress of Community Organizations, and limited assistance in the development of community strategic work plan.