

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

TUESDAY

MAY 9, 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 ON AGENDA ITEMS

Any member of the public may address the Board on a matter listed on the agenda. Commenters are requested to fill out a Speaker Card and to come forward to the podium when recognized by the Board Chair. Please state your name and limit your comments to the agenda item under discussion. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers.

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

SONOMA COUNTY WATER AGENCY
OCCIDENTAL COUNTY SANITATION DISTRICT/RUSSIAN RIVER
COUNTY SANITATION DISTRICT/SOUTH PARK COUNTY

SANITATION DISTRICT

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

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Zane, Mayor Hundley)

1. Financial Auditing Services:

- A) Authorize the Water Agency's General Manager, acting on behalf of Water Agency and County Sanitation Districts, to execute an agreement with Piseni & Brinker LLP for financial auditing services through December 31, 2021, in the amount of \$527,300, with \$102,400 for the Fiscal 2016-2017 audit, \$103,900 for the Fiscal 2017-2018 audit, \$105,400 for the Fiscal 2018-2019 audit, \$107,000 for the Fiscal 2019-2020 audit, and \$108,600 for the Fiscal 2020-2021.
- B) Delegate authority to the Water Agency's General Manager, acting on behalf of Water Agency and County Sanitation Districts, to exercise the option to extend the agreement with Piseni & Brinker LLP for financial auditing services through December 31, 2023, in the amount of \$225,000.

ECONOMIC DEVELOPMENT BOARD

2. Accept and Expend a California Arts Council Grant and Authorize Creative Sonoma as the Official County Partner to the California Arts Council:

- A) Authorize Creative Sonoma to accept and expend a \$34,100 grant from the California Arts Council, and
- B) Approve a Resolution Authorizing Creative Sonoma as the Official County Partner to the California Arts Council.

GENERAL SERVICES/HEALTH SERVICES

3. Behavioral Health Services Campus Lease – Consolidation of services at The Lakes campus: Authorize the General Services Director to execute a lease with SR Office Properties DE, LLC and Redbird SR Office Properties DE, LLC for 13,270 sq. ft. of office space, located at 2245 Challenger Way, Santa Rosa, for an initial term of 15 years, with 2, five-year options; rental payments of \$21,100 per month (\$253,200 per year); and tenant improvements to be completed by the landlord, in support of consolidation of various Behavioral Health and drug treatment services at the Lakes campus in southwest Santa Rosa.

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

4. An Ordinance No. 3836R Permit and Permit Extensions to Russian River Recreation and Park District; ROI17-0003:
Adopt a resolution issuing a roiling permit (Ordinance No. 3836R) and necessary permit extensions to Russian River Recreation and Park District for the recreation dam installation, maintenance, and removal at Johnson's and Vacation Beaches. (Fifth District) (4/5th Vote)

SHERIFF'S OFFICE

5. Agreements for Forensic Pathology Services:
A) Authorize the Sheriff to execute an Agreement for Forensic Pathology Services with Regional Pathology and Autopsy Services, Inc., as a provider of pathology services, from July 1, 2017 through June 30, 2022, for an estimated cost of \$537,140 during FY 2017-2018.
B) Authorize the Sheriff to execute an Agreement for Forensic Pathology Services with Forensic Medical Group, Inc., as a secondary provider of pathology services, from July 1, 2017 through June 30, 2022.

TRANSPORTATION AND PUBLIC WORKS

6. Sonoma County Transit – Transportation Development Act and State Transit Assistance FY 2017-18 Annual Claim of Funds totaling \$11,051,358:
Approve resolution authorizing the filing of a claim with the Metropolitan Transportation Commission for allocation of Transportation Development Act and State Transit Assistance funds for fiscal year 2017/18 to support Sonoma County Transit and Sonoma County Paratransit services.
7. Transit Services Agreement - Mendocino Transit Authority:
Approve and authorize Chair to execute agreement with Mendocino Transit Authority to provide transit services in the northern coastal area of Sonoma County for a not-to-exceed amount of \$172,200 for the period of July 1, 2017 thru June 30, 2018. (Fifth District)

APPOINTMENTS/ REAPPOINTMENTS

8. Approve the re-appointment of Hugo Mata to the Sonoma County Regional Parks Foundation Board for a two year term beginning on May 9, 2017 and ending on May 9, 2019. (Third District)
9. Appoint Steve Herzberg to the Emergency Medical Care Council for a two year term beginning May 9, 2017 and ending May 8, 2019. (Fifth District)
10. Appoint Archie Eckles and Lewis Meyers to the Shiloh Cemetery Board to serve a four year term beginning May 9, 2017 and ending May 9, 2021. (Fourth District)
11. Appoint Alexander Ocegüera as an alternate to the Bicycle and Pedestrian Advisory Committee to serve a two year term beginning May 9, 2017 and ending May 9, 2019. (Fourth District)

12. Appoint John Nagle as Director of the Sonoma Resource Conservation District beginning April 27th and ending November 30, 2018, filling a vacancy. (Fifth District)

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

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

13. Adopt a Gold Resolution Commending Robert Safreno for being recognized as the Sonoma County 2017 Veteran Of The Year. (Third District)
14. Adopt a Gold Resolution designating May 7 through May 13, 2017 as National Correctional Officers and Employees Week in Sonoma County, to recognize the efforts of all Correctional staff in keeping our communities safe. (Sheriff's Office)
15. Adopt a Gold Resolution designating the week of May 7-13, 2017 as "Wildfire Awareness Week" (Fire & Emergency Services)
16. Adopt a Gold resolution recognizing National Economic Development Week from May 8-13, 2017. (Economic Development Board)

PRESENTATION ON A DIFFERENT DATE

17. Adopt Gold Resolution designating the week of May 7 - 13, 2017 as Public Service Recognition Week in Sonoma County. (Human Resources)
18. Adopt a Gold Resolution commending Reuser Inc. for their commitment to sustainable business practices. (Fourth District)

III. REGULAR CALENDAR

HEALTH SERVICES

19. Dental Health Program Agreements:
 - A) Authorize the Director of Health Services to execute a grant agreement with the California State Department of Health Care Services to accept \$3,507,767 in revenue to implement a Dental Transformation Initiative Local Dental Pilot Project for the period of May 15, 2017 through December 31, 2020.
 - B) Authorize the Director of Health Services to execute a grant agreement with DentaQuest Foundation to accept \$169,945 in revenue to continue support for the Sonoma County Dental Health Network for the period of March 1, 2017 through February 28, 2018.
 - C) Authorize the Director of Health Services to execute an agreement with Oral Health Solutions to develop, implement, and support a mobile dental health application for the period of May 15, 2017 through December 31, 2020 in an amount not to exceed \$86,000.

20. PUBLIC COMMENT ON CLOSED SESSION ITEMS

IV. CLOSED SESSION CALENDAR

21. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel-Anticipated Litigation, Significant exposure to litigation: 1 case (Govt. Code §54956.9(d)(2))
22. The Board of Directors of the Sonoma County Agricultural Preservation and Open Space District closed session: Conference with Legal Counsel-Anticipated Litigation, Significant exposure to litigation: 1 case. (Govt. Code §54956.9(d)(2))
23. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation pursuant to Government Code section 54956.9 (d)(1) Name of Case: Marqus Martinez and Daniel Banks v. County of Sonoma, et al. United States District Court – Northern District of California - Case No. 3:15-cv-04574
24. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation. County Counsel And Human Resources Director Performance Evaluation (Litigation Oversight). Government Code Section 54957(b)(1)
25. The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiator Govt. Code §54956.8. Property: (1) 2590 Mark West Springs Road (APN 028-060-058) (Wendle); (2) 3000 Porter Creek Road, Santa Rosa (APN 079-090-012) (Cresta III); (3)2584 Mark West Springs Road, Santa Rosa (APNs 028-060-066, 028-060-064, and 028-060-067) (McCullough II). Negotiators: For District: William J. Keene, General Manager. For Regional Parks: Caryl Hart, Director. For Landowner: Wayne & Maureen Wendle, William J. Cresta, Mark Cresta, Dan Cresta, John & Martha McCullough. Under Negotiation: Terms and Conditions of Purchase and Transfer to Regional Parks.
26. The Board of Directors of the Sonoma County Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Real Property Negotiator Govt. Code §54956.8. Property: (1) 2590 Mark West Springs Road (APN 028-060-058) (Wendle); (2) 3000 Porter Creek Road, Santa Rosa (APN 079-090-012) (Cresta III); (3)2584 Mark West Springs Road, Santa Rosa (APNs 028-060-066, 028-060-064, and 028-060-067) (McCullough II). Negotiators: For District: William J. Keene, General Manager. For Regional Parks: Caryl Hart, Director. For Landowner: Wayne & Maureen Wendle, William J. Cresta, Mark Cresta, Dan Cresta, John & Martha McCullough. Under Negotiation: Terms and Conditions of Purchase and Transfer to Regional Parks.
27. The Board of Supervisors of Sonoma County, the Board of Directors of the Sonoma County Water Agency and the Board of Directors of the Sonoma Valley Sanitation District will consider the following in closed session: Conference with Legal Counsel-Anticipated Litigation, Significant exposure to litigation: 1 case. (Govt. Code §54956.9(d)(2))

V. REGULAR AFTERNOON CALENDAR

28. **RECONVENE FROM CLOSED SESSION**

29. **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

30. **PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS**

(Any member of the public may address the Board on a matter not listed on the agenda as long as the subject matter is within the jurisdiction of the Board. Commenters are requested to fill out a Speaker Card and to come forward to the podium when recognized by the Board Chair. Please state your name and limit your comments to matters within the Board's jurisdiction. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. When this item is scheduled, the Board generally will hear public comments for up to twenty minutes. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. Any additional non-agendized item speakers will be heard following consideration of the agendized matters. While members of the public are welcome to address the Board, under the Brown Act open meeting laws, Board members may not deliberate or take action on items not on the agenda.)

COUNTY ADMINISTRATOR/ DEPARTMENT OF AGRICULTURE/WEIGHTS & MEASURES/ HEALTH SERVICES / FIRE & EMERGENCY SERVICES/ PERMIT & RESOURCE MANAGEMENT DEPARTMENT/ PROBATION DEPARTMENT TRANSPORTATION AND PUBLIC WORKS/ SHERIFF'S OFFICE REGIONAL PARKS

AND

SONOMA COUNTY WATER AGENCY

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

31. **2:20 P.M.** - Fiscal Year 2017-18 User Fees and Charges:

Review adjustments to County department and agency user fees and charges included in this agenda, reflecting new or updated user fee and charge schedules to be effective on July 1, 2017, unless otherwise noted.

31a) Adoption of Department of Agriculture/Weights and Measures' Fees and Staff Hourly Rates:

- A) Adopt a resolution to adjust the Department of Agriculture/Weights and Measures' fees to help recover the cost of providing services including hazardous materials storage permits, vineyard and orchard site development, agricultural grading and drainage, certified farmers' market certificates, and the new medical cannabis cultivation program; and
- B) Authorize an increase in the registration fee for commercial retail scanners (point of sale registration) to help recover the cost of providing this service as authorized by state law. This fee increase requires an ordinance.

- C) Adopt a resolution to introduce and waive reading of a proposed ordinance to amend Chapter 30 of the Sonoma County Code to increase the annual registration fee for businesses that operate point of sale systems for commercial purposes and help recover the cost of providing this service. (Agriculture/Weights & Measures)

31b) Health Services Fees:

Adopt a resolution establishing new and amended fees to recover the reasonable cost of providing services including fees associated with Environmental Health and Safety, Public Health Laboratory, Animal Services, and Behavioral Health for the Department of Health Services effective July 1, 2017. (Health Services)

31c) Fire and Emergency Services Department Fee Schedules Effective July 9, 2017:

- A) Adopt a resolution adopting fee increases for Schedule A – Permits and Fees - Fire and Emergency Services Department for Certified Unified Program Agency Hazardous Materials.
- B) Adopt a resolution adopting fee increases for Schedule A – Permits and Fees - Fire and Emergency Services Department - Fire Prevention. (Fire & Emergency Services)

31d) Permit and Resource Management Department Fee Ordinance Effective July 9, 2017:

Adopt an ordinance adjusting and adding fees for development applications, permits, and services provided by the Permit and Resource Management Department in order to cover the reasonable costs of providing the related services. (Permit and Resource Management)

31e) Resolution adopting fee increases for the Probation Department:

Adopt Resolution increasing certain fees charged by the Probation Department effective July 1, 2017. (Probation)

31f) Proposed Fee Schedule for Airport Land and Facility Use

Adopt Resolution establishing reasonable rates and charges for the use of land and facilities at the Charles M. Schulz – Sonoma County Airport effective July 1, 2017. (Transportation & Public Works)

31g) Ordinance Adopting Fee Changes for Sheriff-Coroner's Office:

Adopt ordinance establishing the fees to be collected by the Sheriff-Coroner's Office effective July 1, 2017. (Sheriff)

31h) Booking Fees Effective July 1, 2017:

Adopt a resolution setting the Criminal Justice Administrative Fee (Jail Booking Fee) at \$188 per applicable booking, effective July 1, 2017. (Sheriff)

31i) Spud Point and Masons Marina Fee Adjustments:

Adopt a Resolution of the Board of Supervisors authorizing fee adjustments for Fish Offloading, Recreational Vessel Berthing, and Masons Marina Trailer Storage, and new fees for Masons Marina Showers and Authorized Live Aboard. Fee changes will become effective on July 1, 2017. (Regional Parks)

31j) Regional Parks Fee Adjustments:

- A) Adopt a resolution of the Board of Supervisors authorizing fee adjustments for Film and Photography Permits, Kenwood Gazebo and Gualala Visitors Center Use, Boat Launch Fee, and Water Park Adult Admission. There is one new fee, a Tolay Fall Festival Vendor fee, and a policy change to camping reservations. Fee changes will become effective on July 1, 2017.
- B) Adopt a resolution of the Board of Supervisors authorizing adjustments in hourly staff billing rates applicable to recover the reasonable costs of providing services such as repairs, set-up and staffing for events, special use permits, and for maintenance and grounds keeping services effective July 1, 2017. (Regional Parks)

31k) Spring Lake Park Fee Adjustments:

Adopt a resolution of the Board of Supervisors and the Board of Directors of the Sonoma County Water Agency authorizing fee adjustments for Film and Photography Permits, Boat Launch Fee, and Water Park Adult Admission. There are two new fees, a Water Park Season Pass and Water Park Rental, and a policy change to camping reservations. Fee changes will become effective on July 1, 2017. (Regional Parks & Sonoma County Water Agency)

32. 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>)

33. **ADJOURNMENT**

NOTE: The next Board Meeting will be a Regular Meeting held on May 16, 2017 at 8:30 a.m.

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

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

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



County of Sonoma Agenda Item Summary Report

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

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

To: Boards of Directors, Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District

Board Agenda Date: May 9, 2017

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District

Staff Name and Phone Number:

Mike Gossman 707-521-6207

Supervisorial District(s):

Title: Financial Auditing Services

Recommended Actions:

- A) Authorize the Water Agency's General Manager, acting on behalf of Water Agency and County Sanitation Districts, to execute an agreement with Pisenti & Brinker LLP for financial auditing services through December 31, 2021, in the amount of \$527,300, with \$102,400 for the Fiscal 2016-2017 audit, \$103,900 for the Fiscal 2017-2018 audit, \$105,400 for the Fiscal 2018-2019 audit, \$107,000 for the Fiscal 2019-2020 audit, and \$108,600 for the Fiscal 2020-2021.
- B) Delegate authority to the Water Agency's General Manager, acting on behalf of Water Agency and County Sanitation Districts, to exercise the option to extend the agreement with Pisenti & Brinker LLP for financial auditing services through December 31, 2023, in the amount of \$225,000.

Executive Summary:

The Sonoma County Water Agency (Water Agency) and County Sanitation Districts (Sanitation Districts) are required to have an independent, impartial certified public accountant audit their financial statements annually in order to comply with California Government Code and federal Office of Management and Budget requirements. The Office of Management and Budget requires that a non-federal governmental entity, which expends \$750,000 or more in federal awards in a given fiscal year, have a single audit conducted in accordance with 2 CFR 200 (Uniform Guidance). The annual audits help to demonstrate and ensure that the Water Agency is a professionally managed organization that is accessible, transparent, fiscally responsible, and accountable to the public.

The Water Agency and the Occidental, Russian River, Sonoma Valley, and South Park County Sanitation Districts require the services of a certified public accountant firm to audit their financial statements. The

proposed agreements total \$527,300 over five years, with an option to extend the agreement for an additional two year and \$225,000, for a total agreement amount is \$752,300.

Discussion:

HISTORY OF ITEM/BACKGROUND

California Government Code requires special districts to file annual audits with the State Controller. Additionally, the Office of Management and Budget requires any government entity that expends \$750,000 or more in federal awards within the entity's fiscal year to have a single audit conducted for that fiscal year.

The Water Agency is a special district and operates the Sanitation Districts under contract with the Districts. On June 19, 2012, the Board approved a five-year contract with Pimenti & Brinker to perform the Water Agency and the Sanitation Districts' annual financial statement audits for fiscal years 2011-2012 to 2015-2016. In January 2017, the Water Agency issued a Request for Proposals. After evaluation of the proposals submitted, the Water Agency recommends awarding the contract to Pimenti & Brinker.

SELECTION PROCESS

As part of the contract for services between the Water Agency and the County for accounting services, the County Auditor's office coordinates the work with the independent external auditors. Consultants submitting proposals to prepare the financial statements were required to make an affirmative statement that they are independent of the Water Agency, Sanitation Districts, and the County as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards.

The County Auditor's Office acted on behalf of the Water Agency to issue a Request for Proposals to 32 firms on January 3, 2017.

Proposals were received on February 21, 2017, from the following 9 firms:

1. Badawi & Associates
2. Brown Armstrong
3. Harshwal & Company
4. Mann Urrutia Nelson
5. Maze & Associates
6. Pimenti & Brinker
7. Pun Group
8. Vavrinek, Trine, Day, & Co.
9. Vicienti, Lloyd & Stutzman

Firms submitting a proposal were independently evaluated by an audit committee appointed by the Auditor's office with input from the Water Agency. Firms were evaluated and ranked based on the following criteria, with the top four candidates selected:

1. Mandatory elements,
2. Technical Qualifications and Audit Approach

Price was considered as an additional factor in evaluating and ranking the top four firms.

The Auditor's Office determined that all of the respondents met the minimum qualifications required by the Water Agency.

Pisenti & Brinker LLP (Consultant) was selected to perform the work as its proposal was complete, professional, and most appropriately addressed the Request for Proposal requirements. Consultant detailed its qualifications and experience in providing services to governmental entities, including previous experience in providing audit services to the Water Agency. Additionally, Consultant was the lone respondent to receive the Local Vendor Preference. Of the four top firms, Pisenti & Brinker's cost proposal ranked second in price, at 2% more than the lowest bid.

The five-year term of this agreement was recommended by the Auditor's Office because of the extensive learning curve involved in changing an independent auditor. This term is consistent with guidelines from the Government Finance Officers Association which states that, "the use of a multi-year audit contract of at least five years is recommended " (Government Accounting, Auditing, and Financial Reporting, 2012 edition, page 772.)

SERVICES TO BE PERFORMED

Under the proposed agreement, the Consultant will perform annual financial and compliance audits of the Comprehensive Annual Financial Report (CAFR) of the Water Agency and the financial statements of Sanitation Districts for the fiscal years ending 2017, 2018, 2019, 2020, and 2021. The agreement also includes an option to extend the term of the agreement by two years at a not-to-exceed cost of \$225,000. This extension will provide auditing consistency and cost savings.

The cost of services will not exceed \$12,000 in fiscal year 2016/2017, \$90,600 in fiscal year 2017/2018, \$104,000 in fiscal year 2018/2019, \$105,400 in fiscal year 2019/2020, and \$106,900 in fiscal year 2020/2021, and \$108,400 in fiscal year 2021/2022. The total agreement amount is \$527,300, and the term end date is December 31, 2021. If the agreement term is extended, the new term end date will be December 31, 2023, with an additional cost of \$225,000, for a new total agreement amount of \$752,300. The annual rates are slightly less than those of the previous agreement for audit services. The total cost of the Pisenti & Brinker agreement for a five year audit period from fiscal year 2011/2012 through fiscal year 2015/2016 was \$574,000 with annual costs of \$114,800. The reason for this decrease is because Pisenti & Brinker is familiar with the Water Agency's financial accounting processes and procedures, has prepared audited financial statements previously for the Water Agency, developed a streamlined approach, and has a great deal of experience in this type of work.

...

RECOMMENDATION

Water Agency staff recommends that the Board: a) authorize Water Agency's General Manager, acting on behalf of Water Agency and Districts, to execute an agreement with Pisenti & Brinker LLP for financial auditing services through December 31, 2021, in the amount of \$527,300 and b) delegate authority to Water Agency's General Manager, acting on behalf of Water Agency and Districts, to exercise the option

to extend the agreement with Pisenti & Brinker LLP for financial auditing services through December 31, 2023, in the amount of \$225,000.

Prior Board Actions:

Since 1996, approved agreements with Pisenti & Brinker for financial auditing services.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Goal 4: Civic Services and Engagement

Water Agency is a professionally managed organization that is accessible, transparent, fiscally responsible, and accountable to the public.

Water Agency Organizational Goals and Strategies, Goal 2: Responsibly manage Water Agency finances
The proposed work meets this goal by complying with state and federal auditing requirements in a fiscally responsible manner.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$12,000	\$90,400	\$103,900
Additional Appropriation Requested			
Total Expenditures	\$12,000	\$90,400	\$103,900
Funding Sources			
General Fund/WA GF	\$8,000	\$52,100	\$60,900
State/Federal			
Fees/Other	\$4,000	\$38,300	\$43,000
Use of Fund Balance			
Contingencies			
Total Sources	\$12,000	\$90,400	\$103,900

Narrative Explanation of Fiscal Impacts:

See Attachment A, Budgeted and Planned Expenditures and Funding Sources.
Appropriations for remaining fiscal years will be budgeted in those fiscal years.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment A: Budgeted and Planned Expenditures and Funding Sources. Attachment B: Agreement			
Related Items "On File" with the Clerk of the Board:			

nw\\S:\Agenda\agrees\05-09-2017 WA Financial Auditing
Services_summ.docm

Attachment A

Budgeted and Planned Expenditures and Funding Sources

Entity	Audit Period FY16-17 to be performed in FY16-17	Audit Period FY16-17 to be performed in FY17-18	Audit Period FY17-18 to be performed in FY18-19	Audit Period FY18-19 to be performed in FY19-20	Audit Period FY19-20 to be performed in FY20-21	Audit Period FY20-21 to be performed in FY21-22	Audit Period FY21-22 to be performed in FY22-23	Audit Period FY22-23 to be performed in FY23-24
Sonoma County Water Agency (WA General Fund)	\$8,000	\$52,100	\$60,900	\$61,800	\$62,700	\$63,600	\$65,191	\$66,821
Occidental CSD* (Fees)	\$1,000	\$8,000	\$9,100	\$9,200	\$9,300	\$9,500	\$9,738	\$9,981
Russian River CSD* (Fees)	\$1,000	\$8,900	\$10,000	\$10,200	\$10,400	\$10,500	\$10,763	\$11,032
Sonoma Valley CSD* (Fees)	\$1,000	\$12,500	\$13,900	\$14,000	\$14,200	\$14,500	\$14,658	\$15,024
South Park CSD* (Fees)	\$1,000	\$8,900	\$10,000	\$10,200	\$10,400	\$10,500	\$10,763	\$11,032
Total Planned Appropriations	\$12,000	\$90,400	\$103,900	\$105,400	\$107,000	\$108,600	\$111,111	\$113,889

Attachment B

For accessibility assistance with this document, please contact the Sonoma County Water Agency Technical Writing Section at (707) 547-1900, Fax at (707) 544-6123, or TDD through the California Relay Service (by dialing 711).

crt: s:\techw\agreements\1617-109.docx version: 4/10/2017 12:50:00 PM

TW 16/17-109

Agreement for Financial Auditing Services

This agreement (“Agreement”) is by and between **Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District** (collectively referred to as “Water Agency”) and **Pisenti & Brinker LLP**, a limited liability partnership (“Consultant”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 5 (Term of Agreement).

RECITALS

- A. Consultant represents that it is a duly qualified and licensed Certified Public Accounting firm, experienced in conducting professional financial audits and related services.
- B. Sonoma County Water Agency operates Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District (“Districts”) under contract with Districts. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of Districts.
- C. California Government Code requires special districts to file annual audited financial statements with the State Controller.
- D. The Office of Management and Budget (OMB) requires any government entity that expends \$750,000 or more in federal awards within the entity’s fiscal year to have a Single Audit conducted for that fiscal year.
- E. Water Agency requires an independent audit of financial statements for Fiscal Years 2016/2017 through 2023/2024.
- F. Under this Agreement, Consultant will perform annual financial and compliance audits of the Comprehensive Annual Financial Report (CAFR) of Sonoma County Water Agency and the financial statements of Districts.

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

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

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

- a. Exhibit A: Scope of Work
- b. Exhibit B: Arrangement Letter
- c. Exhibit C: Schedule of Costs
- d. Exhibit D: Estimated Budget for Scope of Work
- e. Exhibit E: Planned Appropriations
- f. Exhibit F: Insurance Requirements

3. SCOPE OF SERVICES

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

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

Water Agency	Consultant
Project Manager: Randy Siple 585 Fiscal Drive, Room 100 Santa Rosa, CA 95403 Phone: 707-565-3679 Email: randy.siple@sonoma-county.org	Contact: Brett Bradford, CPA 3562 Round Barn Circle, Suite 300 Santa Rosa, CA 95403 Phone: 707-542-3343 Email: bbradford@pbllp.com
Remit invoices to: Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	Remit payments to: 3562 Round Barn Circle, Suite 300 Santa Rosa, CA 95403

3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by Water Agency shall not operate as a waiver or release. Water Agency has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If Water Agency determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, Water Agency, in its sole discretion, shall have the right to do any or all of the following: (a) require

Consultant to meet with Water Agency to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

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

<i>Title</i>	<i>Name</i>
Partner	Ray Pounds
Partner	Brett Bradford
Partner (McGladrey)	Jim Walch
Audit Manager	Kellin Gilbert
Assurance Manager	Greg Fontana
Audit Senior	Caitlin Lampe
Audit Senior	Jenna Blanchard

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

4. PAYMENT

- 4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$752,300.
 - a. Total costs for Tasks 1-6 shall not exceed \$484,800, during the period from the Effective Date through and including December 31, 2021.
 - b. In the event Water Agency elects to extend the term of this Agreement, as provided in Paragraph 5.2, the total costs for Tasks 1-6 during the period from January 1, 2022 through and including December 31, 2023, shall not exceed \$225,000.

- c. During the term of this Agreement, including the period from January 1, 2022 through and including December 31, 2023, if the Water Agency elects to extend the term of this Agreement as provided in Paragraph 5.2, total costs for Optional Task 7, if requested in writing by Water Agency, shall not exceed \$42,500.
 - d. Total costs shall not be exceeded, regardless of whether it takes Consultant more time to complete or costs more than anticipated.
 - e. Ten percent (10%) will be withheld from each monthly billing pending delivery of the Consultant's final annual reports.
- 4.2. *Method of Payment:* Consultant shall be paid in accordance with the following terms:
- a. Consultant shall be paid in accordance with Exhibit C (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit C. Expenses not expressly authorized by the Agreement shall not be reimbursed.
 - b. Consultant shall not be entitled to reimbursement for expenses incurred in completion of the services.
- 4.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Water Agency. The bills shall show or include:
- a. Consultant name
 - b. Name of Agreement
 - c. Water Agency's Project-Activity Codes:
 - i. Sonoma County Water Agency: X0001A001
 - ii. Occidental County Sanitation District: O0005A001
 - iii. Russian River County Sanitation District: R0005A001
 - iv. Sonoma Valley County Sanitation District: V0005A001
 - v. South Park County Sanitation District: S0003A001
 - vi. Single Audit, Sonoma County Water Agency: X0001A001
 - vii. Single Audit, Sonoma Valley County Sanitation District: V0005A001
 - d. Task performed with an itemized description of services rendered by date
 - e. Summary of work performed by subconsultants, as described in Paragraph 14.4
 - f. Time in quarter hours devoted to the task
 - g. Hourly rate or rates of the persons performing the task
- 4.4. *Monthly Reports with Invoices:* Payment of invoices is subject to receipt of the monthly reports required under Task 6 of Exhibit A.
- 4.5. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit D (Estimated Budget for Scope of Work). Exhibit D will only

be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 4.2 above.

- 4.6. *Rate Changes:* Upon at least 30 days written notice, Consultant may change the hourly rates up to 3% per year, commencing one year from the Effective Date of this Agreement and no more than once every 12 months thereafter.
- 4.7. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Water Agency business after presentation of an invoice in a form approved by Water Agency for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Water Agency.
- 4.8. *Taxes Withheld by Water Agency:*
 - a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, the Water Agency shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
 - b. If Consultant does not qualify, as described in Paragraph 4.8.a, Water Agency requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 4.8.a, then Water Agency requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify Water Agency of any changes in the facts. Forms should be sent to Water Agency pursuant to Article 15 of this Agreement. To reduce the amount withheld, Consultant has the option to provide Water Agency with either a full or partial waiver from the State of California.
- 4.9. *Funding:*
 - a. Funding for this Agreement is shown in Exhibit E (Planned Appropriations).
 - b. Availability of Funding in Subsequent Fiscal Years:
 - i. Water Agency's performance under this Agreement in subsequent years is contingent upon appropriation of funds by Water Agency's Board of Directors. Water Agency shall have no liability under this Agreement if sufficient funds are not appropriated in subsequent fiscal years by Water Agency's Board of Directors for the purpose of this Agreement.
 - ii. If funding for this Agreement for any fiscal year is reduced or eliminated by Water Agency's Board of Directors, Water Agency shall have the option to either terminate this Agreement in accordance with Article 6

(Termination) or offer an amendment to Consultant to reflect the reduced amount.

5. TERM OF AGREEMENT

- 5.1. This Agreement shall expire on December 31, 2021, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- 5.2. Water Agency may extend the term of this Agreement by two years if Water Agency notifies Consultant in writing at least thirty (30) days in advance of the expiration of this Agreement of Water Agency's intention to extend the Agreement. In the case Water Agency elects to extend this Agreement, the Agreement shall expire on December 31, 2023.

6. TERMINATION

- 6.1. *Authority to Terminate:* Water Agency's right to terminate may be exercised by Water Agency's General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Water Agency shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Water Agency may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Water Agency all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 12.10 and shall submit to Water Agency an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Water Agency, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and 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 Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis,

then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Water Agency terminates the Agreement for cause pursuant to Paragraph 6.3, Water Agency shall deduct from such amounts the amount of damage, if any, sustained by Water Agency by virtue of the breach of the Agreement by Consultant.

7. INDEMNIFICATION

7.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District (collectively "Water Agency"), and to defend, indemnify, hold harmless, and release Water Agency, its officers, agents and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Consultant, arising out of or in connection with the negligent performance or willful misconduct of Consultant hereunder, whether or not there is concurrent negligence on the part of Water Agency, but excluding liability arising out of or due to Water Agency's active negligence or willful misconduct. This indemnification obligation is limited to the total professional fees paid to and/or incurred by Consultant hereunder; provided, however, that such indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers compensation acts, disability benefits acts, or other employee benefit acts. The parties hereto understand and agree that the foregoing is not intended to abrogate, limit or violate any terms and conditions of Consultant's existing general and professional liability insurance coverages, nor reduce or limit the amount otherwise payable from such policies relating to or on account of a claim falling within the scope of this section.

8. INSURANCE

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

9. PROSECUTION OF WORK

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

10. EXTRA OR CHANGED WORK

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

11. CONTENT ONLINE ACCESSIBILITY

- 11.1. *Accessibility:* Water Agency policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- 11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Water Agency managed or Water Agency funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Water Agency's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.
- 11.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Consultant shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 11.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Water Agency staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Water Agency's Web Site Accessibility Policy shall be the

responsibility of Consultant. If Water Agency, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Water Agency managed or Water Agency funded Web site does not comply with Water Agency Accessibility Standards, Water Agency will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Water Agency, repair or replace the non-compliant materials within such period of time as specified by Water Agency in writing. If the required repair or replacement is not completed within the time specified, Water Agency shall have the right to do any or all of the following, without prejudice to Water Agency's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order
- b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
- c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Water Agency, Water Agency may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by Water Agency in connection with such changes or repairs.

11.6. *Water Agency's Rights Reserved:* Notwithstanding the foregoing, Water Agency may accept deliverables that are not strictly compliant with Water Agency Accessibility Standards if Water Agency, in its sole and absolute discretion, determines that acceptance of such products or services is in Water Agency's best interest.

12. REPRESENTATIONS OF CONSULTANT

- 12.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Water Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Water Agency provides its employees. In the event Water Agency exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 12.2. *No Suspension or Debarment:* Consultant 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. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.

- 12.3. *Statement of Economic Interests (Form 700):* Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Water Agency within thirty (30) days after the effective date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 12.4. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Water Agency harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Water Agency is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Water Agency with proof of payment of taxes on these earnings.
- 12.5. *Records Maintenance:*
- a. Working papers and reports shall be retained, at Consultant's expense, for a minimum of five (5) years, unless the firm is notified in writing by the Water Agency of the need to extend the retention period. Consultant shall be required to make working papers available, upon request, to the following parties or their designees:
 - i. Sonoma County Auditor-Controller Treasurer-Tax Collector
 - ii. Sonoma County Water Agency
 - iii. State of California Department of Health & Human Services
 - iv. U.S. General Accounting Office (GAO)
 - v. Parties designated by the federal or state governments or by the Water Agency as part of an audit quality review process
 - vi. Auditors of entities of which the Water Agency is a subrecipient of grant funds
 - vii. Auditors of entities of which the Water Agency is a component unit
 - b. In addition, Consultant shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.
- 12.6. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Water Agency, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with

Water Agency within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.

- 12.7. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 12.8. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 12.9. *Assignment of Rights:* Consultant assigns to Water Agency all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Water Agency in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Water Agency may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Water Agency. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Water Agency.
- 12.10. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Water Agency. Water Agency shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Water Agency all such documents, which

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

12.11. *Nondisclosure of Confidential Information:* While doing the work required by this Agreement, Consultant may have access to confidential, proprietary, technical information (“Confidential Information”). The Confidential Information may include confidential or proprietary information or trade secrets exempt from disclosure under provisions of the California Public Records Act. In consideration of disclosure by Water Agency of Confidential Information to Consultant, Consultant and its agents shall hold any material or information designated by Water Agency as Confidential in strict confidence and shall not disclose it or otherwise make it available, in any form or matter whatsoever, to any person or entity without the prior written consent of Water Agency, except as may be ordered by a court of law. Immediately upon receipt of any request or demand for disclosure of any Confidential Information within the scope of this Agreement, Consultant shall give Water Agency written notice and a copy of the request and the time period, if any, within which Consultant is required to respond to the request. Upon termination of this Agreement, Consultant shall return Confidential Information in its possession, including copies, to Water Agency. Consultant’s obligation to maintain material and information designated as Confidential in strict confidence shall survive completion of work under this Agreement and termination of this Agreement and, as provided for in Paragraph 12.10, Consultant agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Water Agency.

12.12. *District Liability:* Districts are separate legal entities from Sonoma County Water Agency, operated under contract by Sonoma County Water Agency. To the extent any work under this Agreement relates to District activities, Consultant shall be paid exclusively from District funds. Consultant agrees that it shall make no claim for compensation for Consultant’s services against Sonoma County Water Agency funds and expressly waives any right to be compensated from other funds available to Sonoma County Water Agency.

13. DEMAND FOR ASSURANCE

13.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

“Commercially reasonable” includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 13 limits Water Agency's right to terminate this Agreement pursuant to Article 6 (Termination).

14. ASSIGNMENT AND DELEGATION

- 14.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 14.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.
- 14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 14.2 above:
 - a. Prior to entering into any contract with subconsultant, Consultant shall obtain Water Agency approval of subconsultant. Water Agency's Board of Directors must approve the selection of any subconsultant if the amount payable to subconsultant under the agreement exceeds \$25,000. In connection with such approval, Consultant shall provide Water Agency with copies of the responses to Consultant's Request for Proposals (RFP) to subconsultants, the names of key personnel who will be performing work under the agreement, and an explanation of Consultant's reasons for choosing the recommended subconsultant based upon the criteria in the RFP.
 - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Water Agency in substantially the same form as that contained in Article 7, (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

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

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

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

15.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 15.

16. MISCELLANEOUS PROVISIONS

16.1. *No Bottled Water:* In accordance with Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Water Agency funding shall be used to purchase single-serving, disposable water bottles for use in Water Agency facilities or at Water Agency-sponsored events. This restriction shall not apply when potable water is not available.

16.2. *No Waiver of Breach:* The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

16.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Water Agency

acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- 16.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 16.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 16.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 16.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 16.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 16.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 16.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

/

/

/

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

Reviewed as to funds:

TW 16/17-109

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with
Water Agency

Date/TW Initials: _____

Sonoma County Water Agency

**Pisenti & Brinker LLP, a limited liability
partnership**

By: _____
Grant Davis
Water Agency General Manager
Authorized per Water Agency's Board of
Directors Action on May 9, 2017

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. **COMMENCEMENT OF WORK**

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

2. **GENERAL**

- 2.1. *Summary:* Audit Water Agency's financial statements for the fiscal years ending June 30, 2017, 2018, 2019, 2020, and 2021. Provide an annual single audit if the provisions of the Single Audit Act of 1984, amended 1996, and the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 Code of Federal Regulations (CFR) 200 (Uniform Guidance) are met.
- 2.2. *Objective:* Express an opinion on the fair presentation of Water Agency's basic financial statements in conformity with generally accepted accounting principles and in accordance with Governmental Accounting Standards Board (GASB) pronouncements throughout the life of the Agreement.
- 2.3. *Auditing Standards:* Perform audit in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards (2011 Yellow Book or most recent version), the Single Audit Act of 1984, the Single Audit Act Amendments of 1996, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 (Uniform Guidance), and the requirements of the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Reporting program.
- 2.4. *Irregularities and Illegal Acts:* Make an immediate, written report of irregularities and illegal acts or indications of illegal acts of which Consultant becomes aware to the management of Water Agency, the audit committee, and the Board of Directors of the affected entity. The audit committee is appointed by the County of Sonoma Auditor-Controller-Treasurer-Tax Collector's Office, with input from the Sonoma County Water Agency.
- 2.5. *Special Considerations:*
 - a. The year ended June 30, 2017, will be the first year Water Agency issues a CAFR.
 - b. The financial statements of the Water Agency and the Sanitation Districts are included as a component unit of the financial statements of the County of Sonoma ("County"). It is not anticipated that the Consultant will be required to provide special assistance to County's auditors.

- c. Water Agency may send its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. Consultant may be required to provide assistance to Water Agency to meet the requirements of that program.

2.6. *Assistance Provided by County Auditor-Controller-Treasurer-Tax Collector (“ACTTC”):*

- a. Accounting Department and Clerical Assistance. County ACTTC and responsible management personnel will be available during the audit to assist Consultant by providing required schedules, information, documentation, and explanations. The preparation of confirmations will be the responsibility of Water Agency.
- b. Work Area, Telephones, Photocopying, and FAX Machines. County ACTTC will provide Consultant with work space and desks. Consultant will also be provided with access to a telephone line, photocopying facilities, FAX machines, and Internet connection, provided Consultant computers meet the minimum security required by County Information Systems Department.

3. TASKS

3.1. Task 1: Planning Meetings

- a. Conduct planning meetings with Water Agency to:
 - i. Provide Water Agency and ACTTC with preliminary audit plan and initial list of documents and schedules to be provided.
 - ii. Discuss potential financial statement reporting issues identified during review of prior year financial statements and prior audit work papers.
 - iii. Review prior auditor work papers and follow up discussions with Water Agency and ACTTC.
 - iv. Plan and coordinate with County to support the production of the Water Agency CAFR.

Deliverable	Due Date
Completion of Task 1	May of each year for the term of the Agreement

3.2. Task 2: Risk Assessment and Planning Procedures

- a. Perform “walk-throughs” in order to gain an understanding of the significant processes and related internal controls of the finance and accounting functions.
- b. Meetings with Water Agency and ACTTC to document processes.
- c. Provide Water Agency and ACTTC with final audit plan and final list of documents and schedules to be provided.

Deliverable	Due Date
Walk throughs	May – June of each year for the term of the Agreement
Meetings	May – June of each year for the term of the Agreement
Final Audit Plan and List	No later than July 3 of each year for the term of the Agreement

3.3. Task 3: Testing Year-end Balances

- a. Test significant year end balances
- b. Perform compliance testing in connection with Single Audit
- c. Perform compliance testing in connection with other laws and regulations

Deliverable	Due Date
Completion of Task 3	August of each year for the term of the Agreement

3.4. Task 4: Reporting

- a. Complete audit of each fiscal year’s financial statements.
- b. Prepare drafts of audited financial statements and management letter of comments and findings on internal controls, if any.
- c. Prepare separate audit reports for the Water Agency and Districts that include, but are not limited to:
 - i. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
 - ii. A report on the internal control structure based on the Consultant’s understanding of the control structure and assessment of control risk including, but not limited to, reportable conditions found during the audit.
 - a) Reportable condition: A significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.
 - b) Identify reportable conditions that are also material weaknesses.
 - c) Report non-reportable conditions in a separate letter to management and reference such letter in the report on internal controls.
 - iii. A report on compliance with applicable laws and regulations that includes, but is not limited to:
 - d) Material instances of noncompliance.
 - e) Report on-material instances of noncompliance in a separate letter to management and reference such letter in the report on compliance.
 - iv. A single audit report if required.
- d. Review of Draft Audited Financial Statements, Management Letter, and Reports (“Drafts”):

- i. First Draft: Prepare Drafts and submit three hard copies and one electronic copy to Water Agency for review and approval in accordance with the dates listed for this deliverable. Water Agency will return one copy of the Drafts to Consultant with comments or approval in writing.
 - ii. Meeting: Meet with Water Agency and ACTTC to discuss issues related to Drafts.
 - iii. Subsequent Draft(s): If Water Agency requests revisions, revise the Drafts and resubmit three hard copies and one electronic copy for Water Agency approval.
- e. Final: Following Water Agency approval and prior to Water Agency's acceptance of work under this Agreement, finalize approved Drafts and submit to Water Agency in accordance with the date listed for this deliverable.

Deliverable	Due Date
Completion of Task 4a.- d.	No later than September 21 of each year for the term of the Agreement
Completion of Task 4e.	No later than September 30 of each year for the term of the Agreement

3.5. Task 5: Schedule of Federal Financial Assistance and Related Report

- a. Audit and opine on the Schedule(s) of Expenditures of Federal Awards and associated note disclosures, under the requirements of 2 CFR 200 (Uniform Guidance).
 - i. First Draft: Prepare report in draft form and submit three hard copies and one electronic copy to Water Agency for review and approval in accordance with the dates listed for this deliverable. Water Agency will return one copy of the report to Consultant with comments or approval in writing.
 - ii. Meeting: Meet with Water Agency and ACTTC to discuss issues related to report.
 - iii. Subsequent Draft(s): If Water Agency requests revisions, revise the report and resubmit three hard copies and one electronic copy for Water Agency approval.
- b. Final: Following Water Agency approval and prior to Water Agency's acceptance of work under this Agreement, finalize approved report and submit to Water Agency in accordance with the date listed for this deliverable.

Deliverable	Due Date
Draft Report	No later than November 5 of each year for the term of the Agreement.
Final Report	No later than November 15 of each year for the term of the Agreement.

3.6. Task 6: Monthly Progress Reports

- a. Prepare monthly progress reports. Submit one copy to Water Agency in accordance with the date listed for this deliverable.
- b. Include the following in each monthly progress:
 - i. A detailed list of work performed
 - ii. Dates and subject of meetings conducted, meeting attendees, and summary of meeting results
 - iii. Other information as appropriate or as requested by Water Agency

Deliverable	Due Date
Monthly Progress Report	Monthly with invoices

3.7. Optional Task 7: Additional Services

- a. Do not proceed with this task unless requested in writing by Water Agency.
- b. Perform additional services as requested by Water Agency to support the audit effort. The additional services will be agreed to by Consultant and Water Agency and described in writing by Water Agency.

Deliverable	Due Date
To be determined	To be determined

4. DELIVERABLES

- 4.1. Submit one electronic copy in PDF format (emailed or on CD) and ten hard copies of each final deliverable to Water Agency.
- 4.2. Comply with requirements of Paragraph 11 (Content Online Accessibility).

Exhibit B Arrangement Letter



PISENTI & BRINKER LLP
Certified Public Accountants & Advisors

3562 Round Barn Circle, Suite 300
Santa Rosa, CA 95403
(707) 542-3343 Office
(707) 527-5608 Fax
pbllp.com

March 9, 2017

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

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of the Sonoma County Water Agency, Sonoma Valley Sanitation District, Russian River Sanitation District, South Park Sanitation District, and the Occidental Sanitation District (collectively referred to as "Water Agency") as of and for the years ending June 30, 2017, 2018, 2019, 2020, and 2021, with a two year option for the years ending June 30, 2022 and 2023 as described in our Technical Proposal for Audit Services dated February 20, 2017.

Our audits will be conducted with the objective of our expressing opinions on the financial statements.

We will also perform the audits so as to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The Responsibilities of the Auditor

We will conduct our audits in accordance with auditing standards generally accepted in the United States of America (GAAS); *Government Auditing Standards* issued by the Comptroller General of the United States (GAS); the provisions of the Single Audit Act; Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; the U.S. Office of Management and Budget's (OMB) Compliance Supplement (as required). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

SANTA ROSA PETALUMA NAPA



RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM International.

The Responsibilities of the Auditor (continued)

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, GAS does not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audits.

We will also communicate to the board of directors (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We are responsible for the compliance audits of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our report on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our report on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audits will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework (continued)

2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements.
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For establishing and maintaining effective internal control over financial reporting, and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
5. For (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance, (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and (c) report distribution including submitting the reporting package(s); and
6. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - b. Additional information that we may request from management for the purpose of the audits; and
 - c. Unrestricted access to persons within the Water Agency from whom we determine it necessary to obtain audit evidence;
 - d. When applicable, a summary schedule of prior audit findings for inclusion in the single audit reporting package; and
 - e. If applicable, responses to any findings reported on the schedule of findings and questioned costs.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework (continued)

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the Water Agency complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the Water Agency involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse, or suspected fraud or abuse, affecting the Water Agency received in communications from employees, former employees, analysts, regulators or others.

Management is responsible for the preparation of the supplementary information in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework (continued)

Because the audits will be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received; (b) preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; and (g) submitting the reporting package and data collection form.

The board of directors is responsible for informing us of its views about the risks of fraud or abuse within the Water Agency, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the Water Agency.

Records and Assistance

If circumstances arise relating to the condition of the Water Agency's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audits or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The assistance to be supplied by the Water Agency personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with Levi Ehrlich, Supervising Accountant. The timely and accurate completion of this work is an essential condition to our completion of the audits and issuance of our audit reports.

Fees, Costs, and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus direct expenses. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Water Agency personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters

Fees, Costs, and Access to Workpapers (continued)

5. The assumption that significant unexpected circumstances will not be encountered during the engagement

Our fees are outlined in the Sealed Dollar Cost Bid dated February 20, 2017.

In the event we are requested or authorized by the Water Agency or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Water Agency, the Water Agency will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Reporting

We will issue a written report upon completion of our audits of the financial statements. Our report will be addressed to the board of directors. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on the financial statements, we will also issue the following types of reports:

1. A report on the fairness of the presentation of the schedule of expenditures of federal awards;
2. Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal control;
3. Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance that could have a material effect on the financial statements and any noncompliance that could have a material effect, as defined by Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, on each major program;
4. An accompanying schedule of findings and questioned costs.

Sonoma County Water Agency
March 9, 2017
Page 7

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audits of the financial statements, including our respective responsibilities.

Sincerely

PISENTI & BRINKER LLP



Brett Bradford, CPA
Partner

Confirmed on behalf of Sonoma County Water Agency:



Grant Davis, General Manager

3-27-17
Date

Exhibit C

Schedule of Costs

Title	Hourly Rate
Partner	\$320
Manager/Supervisor	\$200
Senior/Staff	\$155
Clerical	\$60

Exhibit D

Estimated Budget for Scope of Work

Audit For FY16-17 in FY16-17				Audit For FY16-17 in FY17-18			Audit For FY17-18		Audit For FY18-19		Audit For FY19-20		Audit For FY20-21		Audit For FY21-22		Audit For FY22-23	
Staff Title or Item	Estimated Hours	Hourly Rate	Total	Estimated Hours	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total
Partner	8	\$320	\$2,560	41	\$320	\$13,120	\$328	\$16,094	\$333	\$16,339	\$338	\$16,584	\$343	\$16,829	\$349	\$17,082	\$354	\$17,335
Manager/Supervisor	16	\$200	\$3,200	48	\$200	\$9,600	\$205	\$13,138	\$208	\$13,338	\$212	\$13,538	\$215	\$13,738	\$218	\$13,945	\$221	\$14,151
Senior/Staff	32	\$155	\$4,960	220	\$155	\$34,100	\$159	\$40,091	\$162	\$40,702	\$164	\$41,313	\$166	\$41,923	\$169	\$42,553	\$171	\$43,182
Clerical	4	\$60	\$240	7	\$60	\$420	\$62	\$677	\$63	\$688	\$63	\$698	\$64	\$708	\$65	\$719	\$66	\$730
Subtotal			\$10,960			\$57,240		\$70,000		\$71,067		\$72,133		\$73,199		\$74,298		\$75,396
Discount			(\$2,960)			(\$13,440)		(\$17,500)		(\$17,767)		(\$18,033)		(\$18,300)		(\$17,907)		(\$17,475)
Total			\$8,000			\$43,800		\$52,500		\$53,300		\$54,100		\$54,900		\$56,391		\$57,921
FINANCIAL STATEMENT AUDIT – DISTRICTS																		
Audit For FY16-17 in FY16-17				Audit For FY16-17 in FY17-18			Audit For FY17-18		Audit For FY18-19		Audit For FY19-20		Audit For FY20-21		Audit For FY21-22		Audit For FY22-23	
Staff Title or Item	Estimated Hours	Hourly Rate	Total	Estimated Hours	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total
Partner	4	\$320	\$1,280	32	\$320	\$10,240	\$328	\$11,824	\$333	\$12,004	\$338	\$12,184	\$343	\$12,364	\$349	\$12,550	\$354	\$12,736
Manager/Supervisor	8	\$200	\$1,600	39	\$200	\$7,800	\$205	\$9,648	\$208	\$9,795	\$212	\$9,942	\$215	\$10,089	\$218	\$10,241	\$221	\$10,392
Senior/Staff	16	\$155	\$2,480	170	\$155	\$26,350	\$159	\$29,114	\$162	\$29,557	\$164	\$30,001	\$166	\$30,444	\$169	\$30,901	\$171	\$31,358
Clerical	2	\$60	\$120	6	\$60	\$360	\$62	\$493	\$63	\$500	\$63	\$508	\$64	\$515	\$65	\$523	\$66	\$531
Subtotal			\$5,480			\$44,750		\$51,079		\$51,857		\$52,635		\$53,413		\$54,215		\$55,016
Discount			(\$1,480)			(\$11,250)		(\$12,979)		(\$13,257)		(\$13,435)		(\$13,613)		(\$13,594)		(\$13,348)
Total			\$4,000			\$33,500		\$38,100		\$38,600		\$39,200		\$39,800		\$40,620		\$41,668
SINGLE-AUDIT - SONOMA COUNTY WATER AGENCY																		
Audit For FY16-17 in FY16-17				Audit For FY16-17 in FY17-18			Audit For FY17-18		Audit For FY18-19		Audit For FY19-20		Audit For FY20-21		Audit For FY21-22		Audit For FY22-23	
Staff Title or Item	Estimated Hours	Hourly Rate	Total	Estimated Hours	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total
Partner		\$320	\$0	10	\$320	\$3,200	\$328	\$3,284	\$333	\$3,335	\$338	\$3,385	\$343	\$3,435	\$349	\$3,486	\$354	\$3,538
Manager/Supervisor		\$200	\$0	14	\$200	\$2,800	\$205	\$2,463	\$208	\$2,501	\$212	\$2,538	\$215	\$2,576	\$218	\$2,615	\$221	\$2,653
Senior/Staff		\$155	\$0	72	\$155	\$11,160	\$159	\$10,500	\$162	\$10,660	\$164	\$10,820	\$166	\$10,980	\$169	\$11,145	\$171	\$11,309
Clerical		\$60	\$0	4	\$60	\$240	\$62	\$246	\$63	\$250	\$63	\$254	\$64	\$258	\$65	\$261	\$66	\$265
Subtotal			\$0			\$17,400		\$16,494		\$16,745		\$16,997		\$17,248		\$17,507		\$17,766
Discount			\$0			(\$4,300)		(\$3,194)		(\$3,245)		(\$3,297)		(\$3,348)		(\$3,407)		(\$3,466)
Total			\$0			\$13,100		\$13,300		\$13,500		\$13,700		\$13,900		\$14,100		\$14,300
TOTAL PER YEAR			\$12,000			\$90,400		\$103,900		\$105,400		\$107,000		\$108,600		\$111,111		\$113,889

Exhibit E

Planned Appropriations

Entity	Audit Period FY16-17 to be performed in FY16-17	Audit Period FY16-17 to be performed in FY17-18	Audit Period FY17-18 to be performed in FY18-19	Audit Period FY18-19 to be performed in FY19-20	Audit Period FY19-20 to be performed in FY20-21	Audit Period FY20-21 to be performed in FY21-22	Audit Period FY21-22 to be performed in FY22-23	Audit Period FY22-23 to be performed in FY23-24
Sonoma County Water Agency	\$8,000	\$43,800	\$52,500	\$53,300	\$54,100	\$54,900	\$56,391	\$57,921
Occidental CSD*	\$1,000	\$8,000	\$9,100	\$9,200	\$9,300	\$9,500	\$9,738	\$9,981
Russian River CSD*	\$1,000	\$8,900	\$10,000	\$10,200	\$10,400	\$10,500	\$10,763	\$11,032
Sonoma Valley CSD*	\$1,000	\$7,700	\$9,000	\$9,000	\$9,100	\$9,300	\$9,358	\$9,624
South Park CSD*	\$1,000	\$8,900	\$10,000	\$10,200	\$10,400	\$10,500	\$10,763	\$11,032
Single Audit, Sonoma County Water Agency	\$0	\$4,800	\$4,900	\$5,000	\$5,100	\$5,200	\$5,300	\$5,400
Single Audit, Sonoma Valley CSD*	\$0	\$4,800	\$4,900	\$5,000	\$5,100	\$5,200	\$5,300	\$5,400
Single Audit Additional Major Program	\$0	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
Total Planned Appropriations	\$12,000	\$90,400	\$103,900	\$105,400	\$107,000	\$108,600	\$111,111	\$113,889

*County Sanitation District

Exhibit F

Insurance Requirements

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

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

1. INSURANCE

- 1.1. Workers Compensation and Employers Liability Insurance
 - a. Required if Consultant has employees as defined by the Labor Code of the State of California.
 - b. If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.
- 1.2. General Liability Insurance
 - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
 - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, Water Agency requires and shall be entitled to coverage for the higher limits maintained by Consultant.
 - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Water Agency. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Water Agency's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the Water Agency.
 - d. Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, their officers, agents, and

employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.

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

1.3. Automobile Liability Insurance

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

1.4. Professional Liability/Errors and Omissions Insurance

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

- e. Required Evidence of Insurance: Certificate of Insurance.
- 1.5. Standards for Insurance Companies
- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 1.6. Documentation
- a. The Certificate of Insurance must include the following reference: TW 16/17-109.
 - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Water Agency for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, or 1.4, or above.
 - c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, c/o Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
 - d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
 - e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
 - f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
- 1.7. Policy Obligations
- a. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- 1.8. Material Breach
- a. If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Water Agency, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Water Agency may purchase the required insurance, and without further notice to Consultant, Water Agency may deduct from sums due to Consultant any premium costs advanced by Water Agency for such insurance. These remedies shall be in addition to any other remedies available to Water Agency.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: May 9, 2017

Vote Requirement: Majority

Department or Agency Name(s): Economic Development Board

Staff Name and Phone Number:

Kristen Madsen, 565-6120

Supervisorial District(s):

All Districts

Title: Accept and Expend a California Arts Council Grant and Authorize Creative Sonoma as the Official County Partner to the California Arts Council.

Recommended Actions:

- (1) Authorize Creative Sonoma to accept and expend a \$34,100 grant from the California Arts Council, and
- (2) Approve a Resolution Authorizing Creative Sonoma as the Official County Partner to the California Arts Council.

Executive Summary:

Creative Sonoma, a division of the Economic Development Board, is charged with supporting and advancing the creative sector of Sonoma's economy. Creative Sonoma was recently awarded a grant from the California Arts Council (CAC), under its existing designated partner status in the amount of \$34,100 to fund staff assistance for all of Creative Sonoma's activities, with a particular emphasis on its arts education work. The CAC recognizes that the process of advancing a county-wide effort supporting the creative sector requires considerable staff time and therefore makes grants available to support expansion and/or maintenance of staff positions. Having sufficient staff helps support quality arts education instruction leads to an economically and culturally vibrant community as well as develops 21st century skills in its students.

Additionally, the California Arts Council maintains a grant category specific to its official local partners in each county across the state. In order for an agency to apply for those grant funds, it must be designated by the Board of Supervisors as the sole official County Partner to the California Arts Council for Sonoma County. This designation not only allows for Creative Sonoma to receive grant funds but also to participate in a state-wide network of peer organizations in supporting our local arts communities, and collectively the arts community of the state.

Creative Sonoma was designated as the official partner in May of 2015 for a term that will expire in June of 2017. The resolution being considered today will extend the official designation until otherwise determined by the Board of Supervisors.

Discussion:

In June 2014, Creative Sonoma was established as a division of the Economic Development Board to support and advance the creative community of the county. In May of 2015, the Board of Supervisors designated Creative Sonoma as the official local arts agency for the County, effective through June 2017. Since that time, Creative Sonoma has solicited and received a grant from the California Arts Council. The funds are being used to contract with an individual to manage an assessment of the state of arts education in the County of Sonoma K-12 schools. Arts education is a priority of both the California Arts Council and Creative Sonoma as it not only helps students attaining 21st century skills but also because it builds new practitioners, and audiences for arts and cultural activities.

If it is determined that the staff position should continue, Creative Sonoma will assess the availability of sustainable, ongoing grant funds, potentially from the California Arts Council and/or other funding sources. Creative Sonoma has another grant pending for a partnership between the arts and agriculture community of the County to create collaborative road-side culture stands to sell produce and art.

Prior Board Actions:

On May 19, 2015, the Board of Supervisors designated Creative Sonoma as its official Local Partner to the State of California Arts Council through June 30, 2017.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Creative Sonoma produces programs and services designed to strengthen and advance our existing creative community. Key among those services are workshops, marketing and financial resources for local artists and creative entrepreneurs to be better equipped to make their creative pursuits more viable financially. Additionally, Creative Sonoma works to encourage and support access for arts education to all Sonoma K-12 students. This work is all designed to promote a more vital and economically diverse County. Being designated as the official local partner of the California Arts Council will allow Creative Sonoma to apply for and receive grants to augment its existing funding to do this work.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	34,100		
Additional Appropriation Requested			
Total Expenditures	34,100		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	34,100		
Use of Fund Balance			
Contingencies			
Total Sources	34,100		
Narrative Explanation of Fiscal Impacts:			
If accepted by the Board, these funds will be received and expended over the course of Fiscal Year 2016-17. This grant requires a match of 50%, or \$17,050. There are sufficient existing appropriations available for professional development activities in Creative Sonoma's Fiscal Year 2016-17 budget.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Att1: Resolution of the BOS designating Creative Sonoma as its local partner to the State of California Arts Council until otherwise determined by the Board of Supervisors.			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma
State of California

Date: May 9, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Designating Creative Sonoma as its Local Partner to the State of California Arts Council**

WHEREAS, the California Arts Council and the California State Legislature established a State-Local Partnership Program (Program) designed to encourage local cultural planning and decision making and to reach previously underserved constituents; and

WHEREAS, Creative Sonoma was established to support and advances a thriving and diverse creative community by collaborating with creative organizations and nurturing the development of creative talent in Sonoma County; and

WHEREAS, the Program permits a county board of supervisors to designate a local arts council as that county's authorized partner to the California Arts Council; and

WHEREAS, the designated local arts council may prepare an application annually and accept funds to promote the arts in that county if funds become available; and

WHEREAS, such application is subject to approval of the application by the county Executive Officer or designee prior to submission to the California Arts Council,

Now, Therefore, Be It Resolved by the Sonoma County Board of Supervisors that the Sonoma County Board of Supervisors does hereby approve a State-Local Partnership relationship with the California Arts Council and Creative Sonoma, and designates Creative Sonoma as its local partner to the state.

Be It Further Resolved that the Clerk of the Board shall certify the adoption of this Resolution, and thenceforth and thereafter the same shall be in full force and effect.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

Resolution #

Date:

Page 2

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: May 9, 2017

Vote Requirement: Majority

Department or Agency Name(s): General Services / Health Services

Staff Name and Phone Number:

Marc McDonald, General Services: 707-565-3468
Michael Kennedy, Health Services: 707-565-5157

Supervisorial District(s):

Title: Behavioral Health Services Campus Lease – Consolidation of services at The Lakes campus

Recommended Actions:

Authorize the General Services Director to execute a lease with SR Office Properties DE, LLC and Redbird SR Office Properties DE, LLC for 13,270 sq. ft. of office space, located at 2245 Challenger Way, Santa Rosa, for an initial term of 15 years, with 2, five-year options; rental payments of \$21,100 per month (\$253,200 per year); and tenant improvements to be completed by the landlord, in support of consolidation of various Behavioral Health and drug treatment services at the Lakes campus in southwest Santa Rosa.

Executive Summary:

General.

The General Services Director requests Board authorization to execute a lease with SR Office Properties for office space at 2245 Challenger Way, Santa Rosa (The Lakes). The leased space will be used by the Department of Health Services to house the County's Detox Services which are currently delivered at the Orenda Center.

This move will support the County's long term facilities plan described as the need for improved operational efficiencies and the location of County facilities within the local communities they serve. The Department of Health Services has specifically identified the need to consolidate various Behavioral Health and drug treatment services being delivered at the Chanate campus and the Orenda Center. After a county-wide three year search performed by General Services' staff, the Lakes Complex on Challenger Way in southwest Santa Rosa was identified as the ideal location to consolidate behavioral health and drug treatment services by establishing a Behavioral Health campus in an attractive, semi-pastoral setting with transit and improved access to the community. With your Board's approval, the Department of Health Services, with support from General Services, initiated a phased program of relocation of Behavioral Health services from the Chanate Campus and the Orenda Center to the Lakes Complex. The intent of the phased relocation of Behavioral Health services to the Lakes was conceived

to support the County Strategic Priority of “Securing our County Safety Net” by supporting development of a ‘one-stop’ campus to provide coordinated access to safety net services at the neighborhood level. The resulting campus, situated in the southwest Santa Rosa area, will deliver improved access to Behavioral Health Services as well as immediate access to a spectrum of Health and Human services with close proximity to transit.

The relocation of the Crisis Stabilization Unit from the Norton Center of the Chanate Campus to the Lakes Complex was the first phase of this phased program of relocation. The Crisis Stabilization Unit program provides crisis intervention, stabilization and residential treatment services for adult and adolescent individuals, who are experiencing crisis mental health issues. The proposed lease would relocate Detox service to the Lakes Campus as the second phase of this phased program of relocation.

Discussion:

Proposed New Lease. The proposed lease (Lease) with SR Office Properties DE, LLC and Redbird SR Office Properties DE, LLC (the Landlord) is for 13,270 sq. ft. of office space at 2245 Challenger Way, at The Lakes campus (Premises), for an initial term of 15 years, with two, 5-year options, a base rental payment of \$15,128 per month. Health Services will pay an additional monthly rent for its prorata share of common area maintenance, which is \$5,972 per month. The total monthly rent is \$21,100 per month or \$253,200 per year. Full Service monthly rent of \$1.56 per square foot of at this site compares favorably in the market. Rent for comparable space ranges from \$1.40 to \$1.80 in this market. Only one potentially competitive site has sufficient square footage to accommodate a campus. The site has been reviewed and rejected as it is located above hazardous materials plume.

The move to 2245 Challenger Way will provide a significant benefit to the public by centralizing the provision of the County of Sonoma’s Substance Use Disorder services through consolidation of the County of Sonoma’s Crisis services, Detox, Crisis Stabilization and Access services, at a single site. Currently, Detox Services are delivered at the Orenda Center, while Crisis Stabilization and Access Services are delivered at the Chanate Campus. As a consequence, clients with substance-related behavioral issues are faced with accessing services at either one of two sites that are distant from each other. Consolidation will allow Clients facing behavioral as well as substance-related difficulties to have access to Detox as well as Crisis counseling and other allied services at a single site. Consolidation will improve the availability and effectiveness of the services provided by the County’s Behavioral Health professionals and improve access for both those in need of services as well as those seeking services on behalf of someone in need, such as families, law enforcement, and primary care providers. Please see Attachment 1 – Site Plan.

Relocation of the Urgent Care Center/Crisis Stabilization Unit from the Chanate campus to 2225 Challenger Way at The Lakes campus was Phase 1 in implementation of the Department of Health Services’ strategy to create a Behavioral Health campus at The Lakes. Subsequent relocations to the Lakes are being phased and executed in program-related groups ranging from 5,223 square feet to 9,955 square feet. Board approval of relocation of Substance Use Disorder Services (which includes Detox Services) to 2245 Challenger Way would be the next phase (Phase 2).

Staff anticipates subsequent relocation phases to include relocation of Connections Counseling Services to 2235 Challenger Way (Phase 3); relocation of Behavioral Health Program Support and administration to 2227 Capricorn Way (Phase 4); relocation of Adult Programs to 2255 Challenger Way (Phase 5); and relocation of Youth & Family Services (Phase 6). Upon completion of these moves, the Behavioral Health Wellness Campus will be approximately 58,800 square feet, and include the Urgent Care Center.

Current facilities for Department of Health Services Detox Center. The Department of Health Services Detox Center is currently located in the County-owned building known as the Orenda Center, located at 1430 Neotomas Avenue, Santa Rosa, and comprised of 10,076 sf. The Detox Center provides social model detoxification services 24 hours per day, 7 days per week, and 365 days per year. The Detox Program is licensed to provide services to 30 individuals (current capacity of 15 beds), open to males and females, in a social model (non-medical) live-in program, usually lasting a total of 72 hours. The program is designed to provide evaluation and supportive services to assist acutely intoxicated individuals who are withdrawing from the effects of alcohol and other drug abuse and to plan for continuing recovery.

Department of Health Services Detox Center Relocation. Sonoma County is proposing a relocation of the Detox Center programs and staff into a redesigned, leased building at 2245 Challenger Way that will be renovated and designed for Department of Health Services and Orenda Center staff. Department of Health Services will partner with two, full-time staff per eight-hour shift from the Drug Abuse Alternatives Center providing 24/7 services and operations management.

Funding. Tenant improvements for the proposed Premises will be performed by the Landlord, with a tenant improvement allowance of \$20 per square feet, for a total of \$265,400. Annual facilities costs associated with the current Orenda Center site are approximately \$50,000 per year. As such, approximately 20% of the costs for the new site are already budgeted. The remaining 80% of costs, which equates to approximately \$215,400, will be funded through increased Federal and State revenue associated with the State's Drug Medi-Cal Organized Delivery System expansion.

Proposed Lease Terms. Staff has negotiated the terms of the proposed lease with SR Office Properties DE, LLC and Redbird SR Office Properties DE, LLC as follows:

Premises:	13,270 sq. ft. of office and clinic space at 2245 Challenger Way, Santa Rosa.
Occupancy:	After completion of tenant improvements and fixturation, occupancy of the proposed Premises is anticipated to occur on or about September 15, 2017.

Use and staffing: The building will be used to house the Department of Health Services Behavioral Health Substance Use Disorder Services programming, which includes the Detox Program, Drug and Driving Under the Influence Court, Drug Free Babies & Dependency Drug Court, Substance Use Disorder Assessment & Care Coordination, Treatment Accountability for Safety Communities, Drug Testing and Substance Use Disorder Program support. The programs will be staffed with approximately 24 full-time equivalent Behavioral Health staff and 10 contractor staff of which 2 are on-duty at any given time in Detox 24 hours per day, 7 days per week.

Term: Initial term of 15 years. Upon expiration of the initial term, the County will have two, 5-year options to extend the lease term. The total potential term of the Lease would be 25 years.

Base Rent: The proposed monthly base rent will be \$15,128 per month or \$1.14 per sq. ft. Base rent will be adjusted by \$0.08 per sq. ft. annually until the 63rd month of the initial term. (County is provided with rent abatement for the 1st 3 months of the 1st year.) On the 64th month of the initial term, the rent will be adjusted by \$0.05 per sq. ft. annually, through the end of the initial term and subsequent option terms.

A market survey was performed of available office properties within a 1-mile radius of the proposed site. Rental rates range from \$1.40 to \$1.80 per square foot. The proposed base rent of \$1.14 per square foot plus common area maintenance rent is comparable to the rental rates listed for these available properties and approximates fair market value. In addition, few of the sites surveyed offer the square footage needed for the development of a behavioral health campus.

Common Area Maintenance Charges: In addition to the base rent, Department of Health Services will pay a monthly amount for their share of common area maintenance charges for The Lakes campus. These common area maintenance charges include property taxes, insurance and maintenance. In a typical full building lease, like this lease, the landlord would reduce the rental rate in exchange for the tenant's assumption of certain property related expenses like property taxes, insurance and maintenance. County's share of base common area maintenance charges for the proposed premises will be \$5,972 per month (\$0.45 per square foot). The monthly common area maintenance charge will be adjusted annually based on the change in actual costs over/under \$5,972 per month, incurred by the Landlord for the management and operation of The Lakes campus. The annual adjustment for the common area maintenance charge may not exceed four percent (4%) in any given year.

One-time Expenses: Tenant improvements will be performed turnkey by the Landlord. The total one-time expenses (which includes moving, furniture, Information Systems Department expenses, and proxy card installation) is approximately \$191,766. The Landlord has agreed to contribute \$20,000 towards these moving expenses. The remaining one-time expenses totaling \$171,766 will be paid by Department of Health Services, utilizing Intergovernmental Transfer funds.

Termination: County may terminate the lease for non-appropriation of funds or the discontinuance of the program(s) with 180 days’ notice to the Landlord and payment of a termination penalty. After the initial 15-year term, County may terminate the proposed Lease, for any reason (discretionary termination), with 180 days’ notice to the Landlord without penalty.

Long-Term Health Services Space Needs and County Comprehensive Facilities Plan. The proposed site for the new Behavioral Health Substance Use Disorder Center will provide space for Department of Health Services Behavioral Health for the Detox program, Drug and Driving Under the Influence Court, Drug Free Babies & Dependency Drug Court, Substance Use Disorder Assessment & Care Coordination, Treatment Accountability for Safety Communities, Drug Testing, Substance Use Disorder Program support, and include private offices for confidential client meetings, male and female overnight housing, meeting rooms, and support spaces. The Lakes campus is in a location close to its client base, it is accessible by public transportation, and provides easy access to other County services (such as, the Health Services Urgent Care Center, Human Services Employment & Training and Family Youth & Children programs). The goals and development of a Behavioral Health campus are consistent with the intent of the California Mental Wellness Act and County Comprehensive Facilities Plan planning efforts.

Public Notice Requirement. Government Code Section 25350 requires the Board to publish a notice of its intent to enter into a lease valued in excess of \$50,000 for three (3) consecutive weeks prior to consummation of the proposed lease. The notice of intent for this transaction has been published for the required period pursuant to the Board’s action of April 11, 2017.

Prior Board Actions:

04/11/17—Declared intent to enter into the subject Lease
 04/04/17—Adopted the County’s Strategic Priorities: Healthy Watersheds, Housing for All, Rebuilding our Infrastructure, and Securing our Safety Net, and provide direction to staff to implement recommended projects, develop outcome measures, and provide routine progress reporting to the Board of Supervisors.

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

The relocation of the Department of Health Services Behavioral Health programs from the Orenda Center to The Lakes campus provides a single, centralized location for its clients, as well as easy access to other established County services located within and nearby The Lakes.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	0	328,916	263,280
Additional Appropriation Requested			
Total Expenditures	0	328,916	263,280
Funding Sources			
General Fund/WA GF			
State/Federal	0	308,916	263,280
Fees/Other (Landlord)		20,000	
Use of Fund Balance			
Contingencies			
Total Sources	0	328,916	263,280

Narrative Explanation of Fiscal Impacts:

The Lease is anticipated to commence on September 15, 2017. Rent per month is \$15,128 base rent plus \$5,972 additional rent/common area maintenance, for a total rent of \$21,100 per month. The Lease provides rent abatement for the first three months, with the first rent payment payable on December 15, 2017. The total for lease rent and moving expenses for FY17/18 is calculated as follows:

6.5 months (December 15, 2017 through June, 2018) times \$21,100	= \$137,150
1-time move costs (County)	= 171,766
1-time move costs (Landlord)	= <u>20,000</u>
Total FY17/18	\$328,916.

The total for lease rent for FY18/19 is calculated as follows:

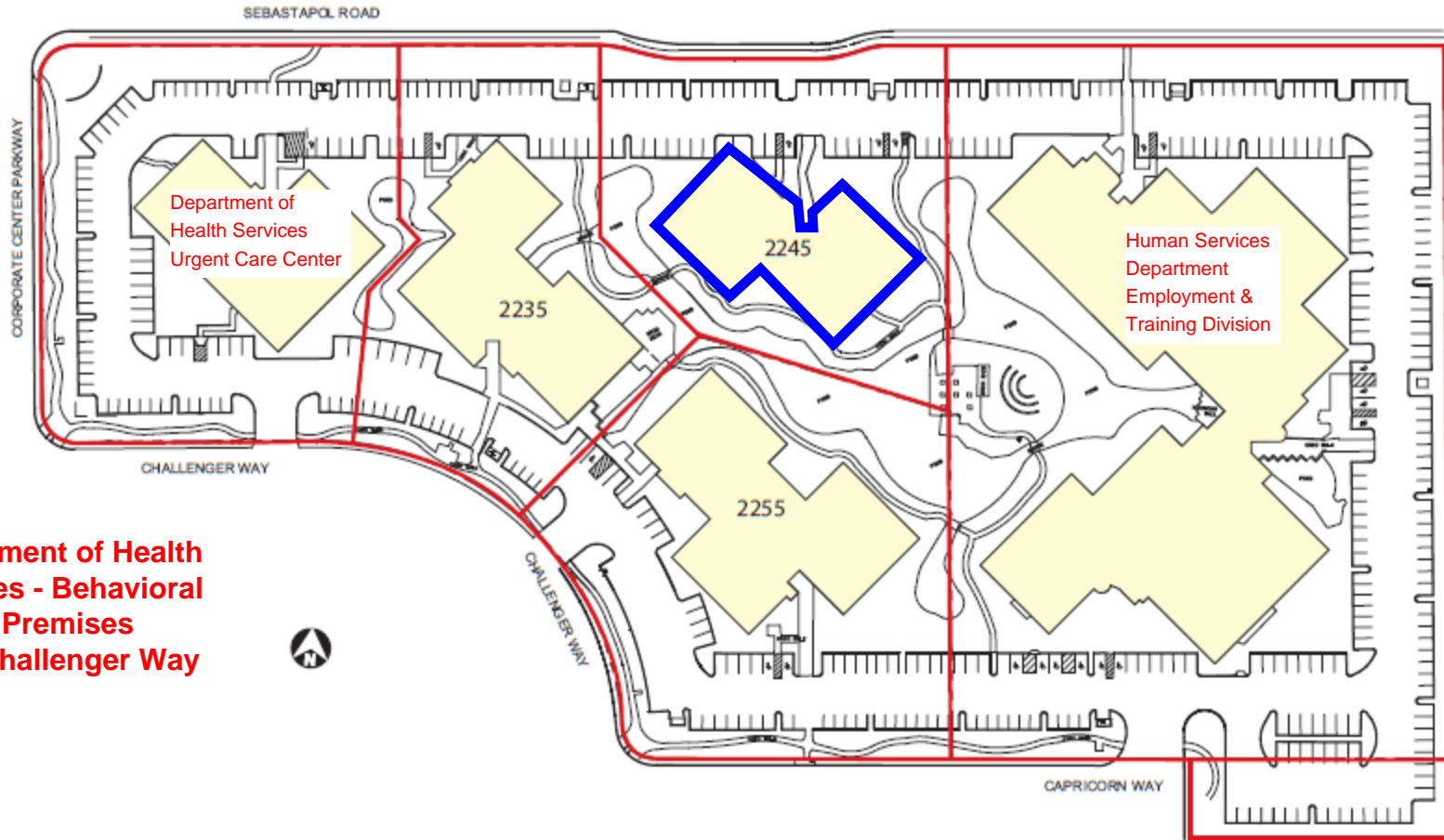
2.5 months (July 1, 2018 through September 14, 2018) times \$21,100	= \$ 52,750
9.5 months (September 15, 2018 through June 30, 2019) times \$22,161	= <u>\$210,530</u>
Total FY18/19	= \$263,280.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):
None.
Attachments:
Attachment 1: Site Plan Attachment 2: Copy of proposed lease Attachment 3: Sonoma County Behavioral Health – Program Relocation List – Planning Worksheet (March 3, 2017)
Related Items “On File” with the Clerk of the Board:
None.

SITE PLAN



 **Department of Health Services - Behavioral Health Premises**
2245 Challenger Way

LEASE

BETWEEN

**SR OFFICE PROPERTIES DE, LLC and
REDBIRD SR OFFICE PROPERTIES DE, LLC**

AND

COUNTY OF SONOMA



FOR

**2245 Challenger Way
Santa Rosa, California**

DATED

_____, 2017

**THE LAKES
MODIFIED FULL SERVICE LEASE
BASIC LEASE INFORMATION**

In the event of any conflict between this Basic Lease Information and the Lease, the Lease shall prevail.

DATE: _____, 2017.

LANDLORD: **SR OFFICE PROPERTIES DE, LLC**,
a Delaware limited liability company,

and

REDBIRD SR OFFICE PROPERTIES DE, LLC,
a Delaware limited liability company

LANDLORD'S ADDRESS: In care of **BASIN STREET PROPERTIES**
300 E. Second Street, Suite 1300
Reno, Nevada 89501
Attention: Scott Stranzl, Vice President, Leasing
Fax: (775) 954-2917

With a copy to:
BASIN STREET PROPERTIES
119 C Street
Petaluma, California 94952
Attention: Stephanie Burlingame, Vice President,
Operations and Property Management

TENANT: **COUNTY OF SONOMA**, a political subdivision of the
State of California

TENANT'S ADDRESS: **COUNTY OF SONOMA**
General Services Department
2300 County Center Drive, Suite A220
Santa Rosa, California 95403
Attention: Marc McDonald, Real Estate Manager
Fax: (707) 565-3476

With a copy to:
COUNTY OF SONOMA
Department of Health Services
3313 Chanate Road
Santa Rosa, California 95403
Attention: Administration
Fax: (707) 565-7849

PREMISES: 13,270 square feet of Rentable Area located at 2245
Challenger Way, as more particularly shown on **Exhibit**
A attached hereto.

PROJECT: That certain office Project located in the City of Santa Rosa, the County of Sonoma, California, commonly referred to as "The Lakes", consisting of 136,565 sq. ft. of Rentable Area.

TERM: Fifteen (15) years, with two, 5-year options to extend the term of the Lease.

Commencement Date See Section 2.2.

RENT:

a. Base Rent \$15,127.80 per month for Year 1 of the Lease (\$1.14 psf)

b. Additional Rent (Operating Expenses and Taxes) \$5,971.50 per month for the initial Term. Tenant shall also pay increases in Operating Expenses and Taxes over the Base Year as set forth in Sections 4.5.1 and 4.5.2.

TOTAL MONTHLY RENT **\$21,099.30 per month for Year 1**

c. Rent abatement Rent and Additional Rent for Months 1-3 of the Lease shall be abated by Landlord, for a total of **\$63,297.90** (\$21,099.30 per month x 3 months).

d. Adjustment Date of Monthly Base Rent, Initial Term At the beginning of the 13th month and every 12 months thereafter of the Initial Term.

e. Rent adjustment, Base Rent, Initial Term and Option terms Eight cents (\$.08) over the Base Rent amount psf for the previous year until the 63rd month of the initial term. Five cents (\$.05) over the Base Rent amount psf for the previous year during the 64th month through the end of the initial term and Option terms.

BASE YEAR: 2017

SECURITY DEPOSIT: \$0.00

PERMITTED USE: Psychiatric care facility and ancillary medical uses in support of the psychiatric care facility (in all cases limited to outpatient services only), and general office and governmental office purposes, including, without limitation, use by the Department of Health Services.

PROGRAM OR AGENCY FOR WHICH THE PREMISES IS LEASED: Behavioral Health Alcohol and Other Drug Treatment Center, administration and related programs, provided through the County Department of Health Services

PARKING SPACES: See Article 8.

REAL ESTATE BROKERS: None.

EXHIBITS AND ADDENDUM:

Exhibit A	Diagram of Premises
Exhibit B	Site Plan
Exhibit C	Rules and Regulations
Exhibit D	Leasehold Improvement Agreement
Exhibit E	Acknowledgement of Commencement Date
Exhibit F	Insurance
Exhibit G	Subordination, Nondisturbance and Attornment Agreement; Estoppel Agreement
Exhibit H	Phase I Environmental Site Assessment
Exhibit I	Memorandum of Lease form

LEASE

This Lease ("Lease") is made this _____ day of _____, 2017 ("Effective Date"), by and between **SR OFFICE PROPERTIES DE, LLC**, a Delaware limited liability company, and **REDBIRD SR OFFICE PROPERTIES DE, LLC**, a Delaware limited liability company (hereinafter called "Landlord"), and the **COUNTY OF SONOMA**, a political subdivision of the State of California (hereinafter called "Tenant"). Landlord and Tenant are sometimes collectively referred to herein as the "parties" and singularly, as "party."

ARTICLE 1

REAL PROPERTY, BUILDING, AND PREMISES

1.1 Lease of Premises. Landlord leases to Tenant and Tenant leases from Landlord those certain premises outlined in red on Exhibit A attached hereto ("**Premises**"), which are located in the building commonly known as **2245 Challenger Way**, ("Building"), situated in that certain building campus commonly known as The Lakes ("Project") located in the city of Santa Rosa, County of Sonoma. Subject to verification as provided in Subsection 1.3.2, the Rentable Area (as defined in Section 1.3.1) and Usable Area (as defined in Section 1.3.1) of the Premises are thirteen thousand two hundred seventy (13,270) square feet, and _____ (_____) square feet, respectively, while the Rentable Area of the Project is one hundred thirty-six thousand five hundred sixty-five (136,565) square feet. The Project, the Building, the areas servicing the Building (including any adjacent parking structures and parking areas), and the land on which the Building and those areas are located (as shown on the site plan attached to this Lease as Exhibit B) are sometimes collectively referred to as the "**Real Property**".

1.2 Appurtenant Rights. Tenant shall have the right to the non-exclusive use, in common with others, throughout the term of this Lease, of all common stairways, elevators, sidewalks, plazas and walkways, easements and service alleys located in the Project, delivery and loading areas and facilities of the Building elevator lobbies, telephone equipment rooms and all other common facilities in or about the Building, and the appurtenances thereto, as the same may exist from time to time ("Common Areas"). Such use shall be for Tenant and its customers, agents, employees, assignees, subtenants, licensees and invitees and shall be in common with the use of same by Landlord, its tenants, customers, agents, employees, licensees and invitees. All Common Areas shall be subject to the exclusive control and management of Landlord and Landlord shall have the right to establish, modify, amend and enforce reasonable rules and regulations with respect to the Common Areas. Tenant acknowledges receipt of a copy of the current rules and regulations (the "Rules") attached hereto as Exhibit C, and agrees that they may, from time to time, be modified or amended by Landlord upon prior written notice to Tenant. Tenant agrees to abide by and conform to the Rules; to cause its concessionaires and its and their employees and agents to abide by the Rules; and to use reasonable efforts to cause its customers, invitees and licensees to abide by the Rules. Landlord covenants that all light and air now enjoyed by the Premises shall not be interrupted or disturbed by any act of Landlord during the term of this Lease.

1.3 Preparation of Premises; Acceptance. The rights and obligations of the parties regarding the construction and renovation of the Premises before the commencement of the Lease Term are stated in the Leasehold Improvement Agreement attached to this Lease as Exhibit D. If this Lease conflicts with the Leasehold Improvement Agreement, the Leasehold Improvement Agreement shall prevail. Landlord hereby represents and warrants to Tenant that Landlord shall complete the Premises in accordance with the terms and conditions of the Leasehold Improvement Agreement. The General Contractor (as defined in the Leasehold Improvement Agreement) shall comply with the applicable provisions of California Labor Code Sections 1720.2 and 1770 et seq., regarding prevailing wages. Landlord shall cause all work under the Leasehold Improvement Agreement to be performed in accordance with Tenant's sustainability practices, including any third-party rating system concerning the environmental compliance of the Building or the Premises, as the same may change from time to time. Landlord further agrees to engage a qualified

third-party CalGreen or similarly qualified professional during the design phase through implementation of all work set forth in the Leasehold Improvement Agreement to review all plans, material procurement, demolition, construction and waste management procedures to ensure the leasehold improvement project is in full conformance with Tenant's sustainability practices, and to obtain and maintain compliance with CalGreen on or promptly after the date of Substantial Completion (as defined below). All such costs shall constitute "construction costs" as defined in Section 1.1 of the Leasehold Improvement Agreement, and shall be reimbursed by Tenant pursuant to Section 6.1 of the Leasehold Improvement Agreement.

1.3.1 Standard of Calculation. For purposes of this Lease, "Rentable Area," "Rentable Square Feet," "Rentable Square Footage," "Usable Area," "Usable Square Feet," and "Usable Square Footage" shall be calculated under the American National Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-2010 or successor standard(s) ("Standard"), adopted by the Building Owners and Managers Association International.

1.3.2 Verification of Rentable Area and Usable Area. Within thirty (30) days after execution of this Lease, Landlord's architect shall calculate and certify in writing to Landlord and Tenant the Rentable Area and Usable Area of the Premises and the Rentable Area of the Building. If Tenant disagrees with the determination of the Rentable Area or Usable Area of the Premises or the Rentable Area of the Building as calculated by Landlord's architect, Tenant shall provide Landlord with written notice of Tenant's disagreement ("Tenant's Notice of Disapproval") within thirty (30) days after the date on which Tenant receives the calculation by Landlord's architect. The parties shall diligently attempt in good faith to resolve the disagreement over the Rentable Area or Usable Area of the Premises or the Rentable Area of the Building within thirty (30) days after the date on which Landlord receives Tenant's Notice of Disapproval. If the parties are unable to resolve the disagreement within that period of time, the dispute shall be resolved by arbitration under Article 23, except that the arbitrator must be a licensed architect with a minimum of five (5) years' experience in designing buildings similar to the Building, and the arbitrator must render a final decision within forty-five (45) days after the date on which the arbitrator is selected. Landlord shall provide written certification of the Rentable and Usable Area of the Premises and the Rentable Area of the Building at Landlord's sole cost and expense.

1.3.3 Adjustment of Rent. On the final determination of the Rentable Area of the Premises and the Building, if the Rentable Area of either is different from that stated in Section 1.1, Rent that is based on the Rentable Area shall be recalculated in accordance with that final determination. On the recalculation of Rent as provided in this Subsection 1.3.3, the parties shall confirm in writing and/or execute an amendment to this Lease, stating the recalculated Rentable Area and the recalculated Rent. Execution of an amendment shall not be a condition precedent to the effectiveness of the recalculated Rent. If there is a dispute over the Rentable Area of the Premises or the Building that has not been settled as provided in Subsection 1.3.2 by the date on which Tenant is required to begin paying Rent under this Lease, Tenant shall pay to Landlord the Rent stated in Section 4.1 until final determination of the Rentable Area of the Premises. If the Rent after final determination of the Rentable Area of the Premises is more than the Rent specified in Section 4.1, the deficiency must be paid by Tenant to Landlord, without interest, within forty-five (45) days after that final determination. If the Rent after final determination of the Rentable Area of the Premises is less than the Rent in Section 4.1, Landlord shall credit the overpayment made by Tenant to the next Rent due, without interest.

1.3.4 Reserved Rights. Landlord reserves the right to do the following from time to time:

(a) Changes. To install, use, maintain, repair, replace and relocate pipes, ducts, shafts, conduits, wires, appurtenant meters and mechanical, electrical and plumbing equipment and appurtenant facilities for service to other parts of the Building or Project above the ceiling surfaces, below the floor surfaces and within the walls of the Premises and in the central core areas of the Building and in the Building Common Areas, and to install, use, maintain, repair, replace and relocate any pipes, ducts, shafts, conduits, wires, appurtenant meters and mechanical, electrical and plumbing equipment and appurtenant facilities servicing the Premises, which are located either in the Premises or elsewhere outside of the Premises, provided, however, that all such changes shall not materially and adversely affect Tenant

in any way. Landlord shall provide Tenant with ten (10) calendar days' written notice in advance of making any such changes, except in the case of emergency work performed to avoid imminent harm to persons or property;

(b) Boundary Changes. To change the boundary lines of the Project, provided, however, that such change not materially and adversely affect Tenant's use of the Premises;

(c) Facility Changes. To alter or relocate the Common Areas or any facility within the Project, provided, however, that such change shall not materially and adversely affect Tenant in any way;

(d) Parking. To designate and/or redesignate specific parking spaces in the Project for the exclusive or non-exclusive use of specific tenants in the Project, provided, however, that, such change shall not materially and adversely affect Tenant in any way;

(e) Services. To install, use, maintain, repair, replace, restore or relocate public or private facilities for communications and utilities on or under the Building and/or Project, provided, however, that such public and private facilities and utilities shall not materially and adversely affect Tenant in any way; and

(f) Other. To perform such other acts and make such other changes in, to or with respect to the Common Areas, Building and/or Project as Landlord may reasonably deem appropriate provided, however, that such other acts and changes shall not materially and adversely affect Tenant in any way.

ARTICLE 2

TERM

2.1 Term. The term of this Lease ("Lease Term") shall commence on the Commencement Date provided for in Section 2.2 below") and shall end upon the expiration of fifteen (15) years following said Commencement Date plus the number of days between the Commencement Date and the first day of the next successive calendar month if the Commencement Date occurs on a day other than the first day of a calendar month ("Lease Expiration Date"), subject to any option, renewal or extension rights of Tenant as provided for in this Lease. For purposes of this Lease, the first "Lease Year" shall mean the period commencing on the Commencement Date and ending twelve (12) months thereafter. Thereafter, the term "Lease Year" shall mean a period equal to twelve (12) full calendar months. On Year 7 and on Year 14 of the initial Lease Term (but in the case of Year 14, only in the event that Tenant has properly exercised its first Extension Option pursuant to Section 2.5), Landlord shall provide Tenant with an allowance of six dollars (\$6.00) per rentable square foot of the Premises to be used solely for the purpose of repainting the Premises and installing new carpeting throughout the Premises (including lifting and moving of Tenant's furniture and equipment and relocation).

2.2 Commencement Date. The Lease Term shall commence on the later of the following dates (the "Commencement Date"): (a) July 1, 2017, or (b) the day that is the first Monday following the elapse of thirty (30) days from actual receipt by Tenant of written notice from Landlord that the work to be done in the Premises by Landlord pursuant to the provisions of Exhibit D is substantially completed. Notwithstanding the foregoing, if Tenant receives actual written notice from Landlord more than thirty (30) days prior to the date stated in subclause (a) of the preceding sentence that the work to be done in the Premises by Landlord is substantially completed and if Tenant commences operation of its business in the Premises prior to the date stated in said subclause (a), then this Lease shall commence on the date that Tenant commences operation of its business in the Premises. Upon the determination of the Commencement Date, Landlord and Tenant shall execute a written acknowledgment of the

Commencement Date and shall attach it to this Lease as **Exhibit E**.

2.3 Substantial Completion of Landlord's Work. The work to be done in the Premises by Landlord pursuant to the provisions of **Exhibit D** shall be "substantially completed" when Landlord has delivered to Tenant a temporary or final certificate of occupancy or equivalent for the Premises and Landlord's work has been substantially performed, although minor details or adjustments that do not interfere with Tenant's use of such space may have not been completed. Landlord shall diligently pursue completion of any minor details or adjustments that have not been performed at the time Landlord gives the aforesaid notice of substantial completion to Tenant. Evidence of when the Landlord's work has been substantially performed shall be a certificate to that effect signed by Landlord's architect. Substantial (Completion of Landlord's Work or "substantially completed" is defined in Section 5.1 of **Exhibit D**.) Landlord agrees to use its best efforts to provide Tenant with at least thirty (30) days' advance notice of the date on which the Premises are expected to be substantially completed. Tenant shall have the right of early access to the Premises for a fixturing period of fifteen (15) business days prior to the Commencement Date for installation of Tenant's furniture, fixtures and equipment.

2.4 Delay in Commencement. If Landlord, for any reason whatsoever, fails to give Tenant notice by July 1, 2017, subject to extension one (1) day for each day after April 15, 2017 until Tenant submits this Lease to Landlord fully executed by Tenant, that the Landlord's work in the Premises is substantially completed, as provided for above, then the Tenant may extend Landlord's time for completion thereof and delivery of possession to Tenant, and withhold from the first rental payment and subsequent rental payments as may be necessary, as liquidated damages, an amount equal to the Rent otherwise due for each day after said date during which Landlord has failed to give Tenant such notice of substantial completion. Notwithstanding the foregoing, if Landlord, for any reason whatsoever, fails to give Tenant notice that the Landlord's work in the Premises is substantially completed by December 1, 2017, Tenant at its option shall have the right, by giving Landlord five business (5) days' prior written notice of its intention to do so, to immediately cancel this Lease. Such notice shall be given prior the date that Landlord delivers the Premises to Tenant substantially completed, and any notice given after such deliver shall be void and of no force or effect. This agreement for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances at the time of this Lease, and it would be extremely difficult or impossible to determine, with any degree of accuracy, the actual damages caused by such delay. Landlord's obligation to complete the Premises within the time specified in this Section 2.4 shall be extended for delays caused by Tenant, Tenant's contractors, consultants, architects, strikes, lockouts, fires, floods, war, civil disorder or government regulations. The failure of the Final Plans to be approved by Landlord and Tenant by the date set forth in the Design Schedule shall be grounds for extension of the dates set forth in this Section 2.4 except to the extent such failure is caused by Landlord unreasonably delaying, conditioning or withholding its consent to the Final Plans.

2.5 Options to Extend Term. Landlord grants to Tenant two (2) options to extend the Lease Term ("Extension Option") for a period of five (5) years each ("Option Term"), subject to the conditions described in this Section 2.5.

2.5.1 Conditions of Option. An Extension Option may be exercised only by written notice delivered by Tenant to Landlord as provided in Subsection 2.5.3 and only if, as of the date of delivery of the notice, Tenant is not in material default under this Lease after the expiration of any applicable cure periods. If Tenant properly exercises an Extension Option, the Lease Term, as it applies to the entire Premises then leased by Tenant, shall be extended for the Extended Term.

If Tenant properly exercises its second Extension Option, Landlord shall, prior to the commencement of the second Option Term, provide Tenant with an allowance of six dollars (\$6.00) per rentable square foot of the Premises to be used solely for the purpose of repainting the Premises and installing new carpeting throughout the Premises (including lifting and moving of Tenant's furniture and equipment and relocation) during non-business hours in a manner acceptable to Tenant at Landlord's sole cost and expense.

2.5.2 Option Rent.

2.5.2.1 First Option Term. Upon exercise of the first Extension Option, the Rent payable by Tenant for the first Option Term shall be equal to the Rent per square foot of Rentable Area in effect as of the commencement of the first Option Term, increased by Five Cents (\$.05) per square foot. Rent shall be increased by Five Cents (\$.05) per square foot annually thereafter during each Option Term.

2.5.3 Exercise of Option. If Tenant wishes to exercise an Extension Option, Tenant shall deliver written notice to Landlord ("Tenant's Extension Notice") no less than one hundred eighty (180) days before the expiration of the Initial Term or the preceding Option Term, as the case may be.

2.5.4 Amendment to Lease. If Tenant timely exercises an Extension Option(s), Landlord and Tenant shall execute an amendment to this Lease, extending the Lease Term for the respective Option Term on the terms and conditions set forth in this Section 2.5. Execution of that amendment shall not be a condition precedent to the effectiveness of the respective Option Term. Landlord and Tenant hereby acknowledge that the Director of General Services has been delegated authority to execute such an amendment, as required pursuant to this Section 2.5.4.

2.6 Holding Over. Any holding over by Tenant shall not be nor be construed to be a renewal of the term of this Lease but shall constitute a month-to-month tenancy which may be terminated by either party upon ninety (90) days' prior written notice to the other party, and shall otherwise be on the same terms and conditions herein set forth and at the same rental herein set forth, subject to increase pursuant to Section 4.3 below.

2.7 Termination by Tenant.

2.7.1 Non-appropriation of Funds. Tenant may terminate this Lease, in accordance with Section 2.7.3 below, with respect to all or part of the Premises upon one hundred eighty (180) days' prior written notice to Landlord ("Termination Notice") on the happening of any one or more of the following events: (a) the County Board of Supervisors fails to appropriate sufficient funds for the rental of the property covered by this Lease; (b) the County Board of Supervisors discontinues, in whole or in part, the program or agency for which the Premises were leased; or (c) the funding, whether County, State or Federal, for the program or agency for which the Premises were leased is reduced or withdrawn.

2.7.2 Discretionary Termination. At any time after the date which is fifteen (15) years from the Commencement Date, Tenant shall have the option, by providing Landlord with a Termination Notice, to terminate this Lease with respect to all or part of the Premises, in accordance with Section 2.7.3 below.

2.7.3 Termination Provisions.

2.7.3.1 Exercise of Termination Right. The Premises subject to any Termination Notice shall be referred to as the "Canceled Premises." The termination shall be effective as of one hundred eighty (180) days after Tenant delivers the Termination Notice to Landlord ("Lease Termination Date"). If Tenant terminates the Lease pursuant to this Section 2.7, Tenant's delivery of the Termination Notice to Landlord shall be accompanied by an amount equal to the Lease Termination Fee, as defined in this Subsection 2.6.2.

2.7.3.2 Lease Termination Fee. Before giving the Termination Notice, Tenant shall give Landlord a preliminary notice stating Tenant's intention to exercise the right to terminate and the proposed Lease Termination Date. Within thirty (30) days after receiving the preliminary notice from Tenant, Landlord shall notify Tenant of the amount of the Lease Termination Fee based on the appropriate Lease Termination Date set forth in Tenant's notice. The Lease Termination Fee shall be equal to the

"Unamortized Value as of the Lease Termination Date" of the "Lease Concessions and Costs," as defined in this Subsection 2.7.3.2.

2.7.3.2.1 Lease Concessions & Costs. For purposes of this Subsection 2.7.2.2, "Lease Concessions and Costs" shall be equal to the sum of (a) the amount of the tenant improvement allowance and any other improvement allowance granted by Landlord in connection with Landlord's delivery of the Canceled Premises to Tenant; (b) the amount of lease concessions and/or free rent or rent abatement granted to Tenant with respect to such cancelled portion of the Premises, and (c) the unamortized portion of any leasing commissions paid by Landlord with respect to the Canceled Premises.

2.7.3.2.2 Unamortized Value as of Lease Termination Date. The "Unamortized Value as of the Lease Termination Date" of the Lease Concessions and Costs shall be equal to the product of:

(a) The number of months of the Lease Term remaining after the Lease Termination Date until the Lease Expiration Date;

(b) The Monthly Amortization Amount, as determined in Subsection 2.7.3.2.3(c).

2.7.3.2.3 Monthly Amortization Amount. The "Monthly Amortization Amount" shall be determined as if it were a component of an annuity, using:

(a) The amount of the Lease Concessions and Costs, not including any concessions for Tenant's expansion options, as the present value of the annuity;

(b) Seven percent (7%) per annum as the future value interest factor;

(c) One hundred eighty (180) as the number of monthly payments of the annuity, commencing on the Lease Commencement Date and ending on the Lease Expiration Date; and

(d) The Monthly Amortization Amount (the missing component) as the monthly payment amount under the annuity.

ARTICLE 3

USE OF PREMISES

3.1 Tenant's Use. The Premises may be used for the "Permitted Use" as set forth in the Basic Lease Information and for no other use or purpose. Tenant shall, at Tenant's expense, comply promptly with all applicable federal, state and local laws, regulations, ordinances, rules, orders and requirements in effect during the Lease Term relating to Tenant's business, provided, however, that in no event shall this sentence be construed to require Tenant to make any improvements to the Premises, the Building, the Project or the Real Property. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance, or that unreasonably disturbs other tenants of the Building or Project, nor shall Tenant place or maintain any signs, antennas, awnings, lighting or plumbing fixtures, loudspeakers, exterior decoration or similar devices on the Building or the Project or visible from the exterior of the Premises without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. Tenant shall not use any corridors, sidewalks, stairs, elevators or other areas outside of the Premises for storage or any purpose other than access to the Premises. Tenant shall not use, keep or permit to be used or kept on the Premises any foul or noxious gas or substance, nor shall Tenant do or permit to be done anything in and about the Premises, either in connection with activities hereunder

expressly permitted or otherwise, which would cause an increase in premiums for or a cancellation of any policy of insurance (including fire insurance) maintained by Landlord in connection with the Premises, Building or Project or which would violate the terms of any covenants, conditions or restrictions, the design guidelines, the sign guidelines affecting the Building or the Real Property, or the Rules (as the term is defined under Section 1.2 above).

3.2 Landlord's Obligations. Landlord shall lease space in the Project only for purposes consistent with the maintenance of a first class office/commercial Project of the kind and character of the Project as of the date hereof.

3.3 Signage. Landlord shall provide signage as provided in Article 22.

ARTICLE 4

RENT

4.1 Definition of "Rent". Tenant shall pay to Landlord, without setoff or deduction except as specifically allowed hereunder, rent ("Rent") in equal monthly installments of Fifteen Thousand One Hundred Twenty-Seven and 80/100 Dollars (\$15,127.80) (such amount being equal to One and 14/100 Dollars (\$1.14) per square foot of Rentable Area per month) in advance on or before the first day of every calendar month during the Lease Term. Payment shall be made at the address set forth in Section 19.3 or at any other place that Landlord may from time to time designate in writing.

4.2 Initial Payment; Proration. The Rent for any partial calendar month at the beginning of the Lease Term and the first full calendar month of the Lease Term shall be paid within ten (10) business days of the Commencement Date. If any payment date (including the Lease Commencement Date) for Rent, falls on a day other than the first day of that calendar month, or if any Rent payment is for a period shorter than one calendar month, the Rent for that fractional calendar month shall accrue on a daily basis for each day of that fractional month at a daily rate equal to 1/365 of the total annual Rent. All other payments or adjustments that are required to be made under the terms of this Lease and that require proration on a time basis shall be prorated on the same basis.

4.3 Rental Adjustments. Rent shall be adjusted as follows: At the beginning of the 13th month and every twelve (12) months thereafter during the Initial Term, the base rental rate shall be increased by Eight Cents (\$.08) over the previous period's rent rate for the first Sixty-Three (63) months and Five Cents (\$.05) over the previous period's rental rate from month Sixty-Four (64) through the remainder of the Initial Term..

4.4 Free Rent/Rent Abatement. Landlord shall provide Tenant with three (3) months' free rent as follows: Beginning on the Commencement Date of the Lease, Rent and Additional Rent as defined in Section 4.5 below for the first three (3) full months of the Lease shall be abated, said abatement equal to Rent in the amount of Nineteen Thousand Six Hundred Thirty-Nine and 60/100 Dollars (\$19,639.60) per month times three (3) months, plus Additional Rent in the amount of Five Thousand Nine Hundred Seventy-One and 50/100 Dollars (\$5,971.50) times three (3) months, for a total rent abatement of Sixty-Two Thousand One Hundred Three and 60 /100 Dollars (\$62,103.60).

4.5 Additional Rent. In addition to Rent pursuant to Section 4.1 of this Lease, Tenant shall pay to Landlord in equal monthly installments Five Thousand Nine Hundred Seventy-One and 50/100 Dollars (\$5,971.50), which covers Tenant's Building Percentage Share of Operating Expenses and Taxes for the Base Year, as defined hereafter in Sections 4.5.1 and 4.5.2 of this Lease.

4.5.1 Taxes. Taxes at the level incurred for the calendar base year 2017 (the "Base Year") are covered by the Additional Rent. Tenant shall pay to Landlord, as additional rent, Tenant's

"Building Percentage Share" of any increase in Taxes attributable to the Building over the Base Taxes during each year of the Term (prorated for any partial calendar year during the Term). The term "Base Taxes" shall mean those taxes incurred by Landlord during the calendar year specified as the Base Year in the Basic Lease Information. Tenant's Building Percentage Share is equal to the fraction, the numerator of which is the Rentable Area of the Premises, and the denominator of which is the Rentable Area of the Building, expressed as a percentage, and is currently 100% (13,270 rentable square feet /13,270 rentable square feet).

(a) Definition of Taxes. The term "Taxes" shall include all transit charges, housing fund assessments, real estate taxes and all other taxes relating to the Premises, Building, Real Property and Project of every kind and nature whatsoever, including any supplemental real estate taxes attributable to any period during the Term; all taxes which may be levied in lieu of real estate taxes; and all assessments, assessment bonds, levies, fees, penalties (if a result of Tenant's delinquency) and other governmental charges (including, but not limited to, charges for parking, traffic and any storm drainage/flood control facilities, studies and improvements, water and sewer service studies and improvements, and fire services studies and improvements); and all amounts necessary to be expended because of governmental orders, whether general or special, ordinary or extraordinary, unforeseen as well as foreseen, of any kind and nature for public improvements, services, benefits or any other purpose, which are assessed, based upon the use or occupancy of the Premises, Building, Real Property and/or Project, or levied, confirmed, imposed or become a lien upon the Premises, Building, Real Property and/or Project, or become payable during the Term, and which are attributable to any period within the Term.

(b) Limitation. Nothing contained in this Lease shall require Tenant to pay any franchise, estate, inheritance, succession or transfer tax of Landlord, or any income, profits or revenue tax or charge upon the net income of Landlord from all sources; provided, however, that if at any time during the Term under the laws of the United States Government or the State of California, or any political subdivision thereof, a tax or excise on rent, or any other tax however described, is levied or assessed by any such political body against Landlord on account of Rent, or any portion thereof, one hundred percent (100%) of any said tax or excise shall be included in the definition of Taxes and Tenant shall pay its proportionate share as additional rent.

(c) Installment Election. In the case of any Taxes which may be evidenced by improvement or other bonds or which may be paid in annual or other periodic installments, Landlord shall elect to cause such bonds to be issued or such assessment to be paid in installments over the maximum period permitted by law.

(d) Estimate of Tenant's Share of Taxes. Prior to the commencement of each calendar year during the Term, or as soon thereafter as reasonably practicable, Landlord shall notify Tenant in writing of Landlord's estimate of Tenant Building Percentage Share of the increase in Taxes which will be payable by Tenant for the ensuing calendar year. On or before the first day of each month during the ensuing calendar year, Tenant shall pay to Landlord in advance, together with monthly base rent, one-twelfth (1/12th) of the estimated amount; provided, however, if Landlord fails to notify Tenant of the estimated amount of Tenant's share of Taxes for the ensuing calendar year prior to the end of the current calendar year, Tenant shall be required to continue to pay to Landlord each month in advance Tenant's estimated share of Taxes on the basis of the amount due for the immediately prior month until ten (10) days after Landlord notifies Tenant of the estimated amount of Tenant's share of Taxes for the ensuing calendar year. If at any time it appears to Landlord that Tenant's share of Taxes payable for the current calendar year will vary from Landlord's estimate, Landlord may give notice to Tenant of Landlord's revised estimate for the year, and subsequent payments by Tenant for the year shall be based on the revised estimate.

(e) Annual Adjustment. Within one hundred twenty (120) days after the close of each calendar year during the Term, or as soon after the one hundred twenty (120) day period as reasonably practicable, Landlord shall deliver to Tenant a statement of the adjustment to the Taxes for the prior calendar year. If, on the basis of the statement, Tenant owes an amount that is less than the estimated

payments for the prior calendar year previously made by Tenant, Landlord shall apply the excess to the next payment of Taxes due. If, on the basis of the statement, Tenant owes an amount that is more than the amount of the estimated payments made by Tenant for the prior calendar year, Tenant shall pay the deficiency to Landlord within forty-five (45) days after delivery of the statement. The year-end statement shall be binding upon Tenant unless Tenant notifies Landlord in writing of any objection thereto within thirty (30) days after Tenant's receipt of the year end statement. In addition, if, after the end of any calendar year or any annual adjustment of Taxes for a calendar year, any Taxes are assessed or levied against the Premises, Building, Real Property or Project that are attributable to any period within the Term (for example, supplemental taxes or escaped taxes), Landlord shall notify Tenant of its share of such additional Taxes and Tenant shall pay such amount to Landlord within forty-five (45) after Landlord's written request therefor.

(f) Personal Property Taxes. Tenant shall pay or cause to be paid, not less than ten (10) days prior to delinquency, any and all taxes and assessments levied upon all of Tenant's trade fixtures, inventories and other personal property in, on or about the Premises. When possible, Tenant shall cause Tenant's personal property to be assessed and billed separately from the real or personal property of Landlord. On request by Landlord, Tenant shall furnish Landlord with satisfactory evidence of payment of Tenant's business personal property taxes and deliver copies of such business personal property tax bills to Landlord.

(g) Taxes on Tenant Improvements. Notwithstanding any other provision hereof, Tenant shall pay to Landlord the full amount of any increase in Taxes during the Term resulting from any and all alterations and tenant improvements of any kind whatsoever placed in, on or about or made to the Premises, Building or Project for the benefit of, at the request of, or by Tenant.

4.5.2 Operating Expenses.

(a) Obligation to Pay Operating Expenses. Operating Expenses at the level incurred for the Base Year are covered by the Additional Rent. Commencing with the thirteenth (13th) month of the Term, Tenant shall pay to Landlord as additional rent during the Term, Tenant's Building Percentage Share of any increase in Operating Expenses allocated to the ownership, operation, repair and/or maintenance of the Building over the Base Operating Expenses allocated to the Building; provided that Landlord has the right to allocate any Operating Expenses incurred in connection with the ownership, operation, repair and/or maintenance of the Project to one or more particular buildings within the Project and at such ratios as Landlord reasonably determines based upon the nature of the Operating Expense. The term "Base Operating Expenses" shall mean those Operating Expenses incurred by Landlord during the calendar year specified as the Base Year in the Basic Lease Information.

(b) Definition of Operating Expenses. The term "Operating Expenses" shall include all expenses and costs of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership, operation, repair and/or maintenance of the Building, Common Areas and/or Project, the surrounding property, and the supporting facilities, including, without limitation: (A) all maintenance, janitorial and security costs, (B) costs for all materials, supplies and equipment; (C) all costs of water, heat, gas power, electricity, refuse collection, parking lot sweeping, landscaping, and other utilities and services provided or allocated to the Building and the Common Areas; (D) all property management expenses, including, without limitation, all property management fees and all expense and cost reimbursements, (E) all costs of alterations or improvements to the Building or Common Areas made to achieve compliance with federal, state and local law including, without limitation, the Americans with Disabilities Act (42 United States Code Section 12101 et seq.), or to reduce Operating Expenses or improve the operating efficiency of the Building or the Project, all of which costs will be amortized over the useful life of such alteration or improvement as reasonably determined by Landlord, together with interest upon the unamortized balance at the Interest Rate or such other higher rate as may have been paid by Landlord on funds borrowed for the purpose of making the alterations or improvements; (F) premiums for insurance maintained by Landlord pursuant to this Lease or with respect to the Building and the Project; (G) costs for repairs, replacements, uninsured damage or insurance deductibles and

general maintenance of the Building, Common Areas and Project, but excluding any repairs or replacements paid for out of insurance proceeds or by other parties; (H) all costs incurred by Landlord for making any capital improvements or structural repairs to the Building or the Common Areas, which costs will be amortized over the useful life of such improvement, repair or modification, as reasonably determined by Landlord, together with interest upon the unamortized balance at the Interest Rate or such other higher rate as may have been paid by Landlord on funds borrowed for the purpose of constructing the improvements or making the improvements or repairs; (I) all costs of maintaining machinery, equipment and directional signage or other markers; and (J) the share allocable to the Building of dues and assessments payable under any reciprocal easement or common area maintenance agreements or declarations or by any owners associations affecting the Building or the Project.

(c) Less Than Full Occupancy. If the Building or the Project are less than ninety-five percent (95%) occupied during any year of the Term, Operating Expenses for each such calendar year shall be adjusted to equal Landlord's reasonable estimate of Operating Expenses as though ninety-five percent (95%) of the total rentable area of the Building and/or the Project as applicable had been occupied.

(d) Estimates of Operating Expenses. Tenant shall pay to Landlord each month at the same time and in the same manner as monthly Base Rent one-twelfth (1/12th) of Landlord's estimate of the amount of Operating Expenses payable by Tenant for the then-current calendar year. If at any time it appears to Landlord that Tenant's share of Operating Expenses payable for the current calendar year will vary from Landlord's estimate, Landlord may give notice to Tenant of Landlord's revised estimate for the calendar year, and subsequent payments by Tenant for the calendar year shall be based on the revised estimate. Within one hundred twenty (120) days after the close of each calendar year, or as soon after such 120-day period as practicable, Landlord shall deliver to Tenant a statement in reasonable detail of the actual amount of Operating Expenses payable by Tenant for such calendar year. Landlord's failure to provide such statement to Tenant within the 120-day period shall not act as a waiver and shall not excuse Tenant or Landlord from making the adjustments to reflect actual costs as provided herein. If on the basis of such statement Tenant owes an amount that is less than the estimated payments for such calendar year previously made by Tenant, Landlord shall credit such excess against the next payment of Operating Expenses due. If on the basis of such statement Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant shall pay the deficiency to Landlord within forty-five (45) days after delivery of the statement. In addition, if, after the end of any calendar year or any annual adjustment of Operating Expenses for a calendar year, Operating Expenses are incurred or billed to Landlord that are attributable to any period within the Term (for example, sewer district flow fees), Landlord shall notify Tenant of its share of such additional Operating Expenses and Tenant shall pay such amount to Landlord within forty-five (45) days after Landlord's written request therefor. The obligations of Landlord and Tenant under this Section 4.6(d) with respect to the reconciliation between the estimated and actual amounts of Operating Expenses payable by Tenant for the last year of the Term shall survive the termination of this Lease. Operating Expenses in the aggregate shall not increase more than four percent (4%) annually on a cumulative basis, excluding Taxes, insurance and utilities, which shall not be subject to a cap."

(e) Payment at End of Term. Any amount payable by Tenant which would not otherwise be due until after the termination of this Lease, shall, if the exact amount is uncertain at the time that this Lease terminates, be paid by Tenant to Landlord upon such termination in an amount to be estimated by Landlord with an adjustment to be made once the exact amount is known.

(f) Audit Rights. Tenant shall have the right, after no less than thirty (30) days prior written notice, at Tenant's sole cost and expense, and not more than once during any calendar year, to have Landlord's books and records relating to such Operating Expenses inspected by an accounting firm designated by Tenant and reasonably acceptable to Landlord, for the prior calendar year at reasonable business hours at Landlord's principal place of business. Any such accounting firm designated by Tenant shall not be compensated on a contingency fee basis. The results of any such audit (and any negotiations

between the parties related thereto) shall be maintained strictly confidential by Tenant and its accounting firm and shall not be disclosed, published or otherwise disseminated to any other party other than to Tenant's attorneys, to Landlord and its authorized agents or to such other persons as either party may otherwise be legally compelled by valid court order, subpoena or other legal process. Any overbilling discovered in the course of such audit shall be refunded to Tenant within thirty (30) days of Landlord's receipt of a copy of the audit. In the event the overstatement of charges exceeds ten percent (10%) of the sum previously billed to Tenant by Landlord, Landlord shall reimburse Tenant for the reasonable costs incurred by Tenant for such audit.

ARTICLE 5

MAINTENANCE

5.1 Maintenance of Building and Premises. Except as otherwise provided in this Lease, Landlord, at its expense, agrees to maintain the Building (including the parking lots, hardscape and landscape) and the Premises, in first class condition appropriate for a building of this type and in this location. This obligation shall include, but not by way of limitation, the maintenance and repair of any air conditioning, heating, ventilating, elevator, sprinkler, sewage, electrical, gas, life safety, water supply or steam system, foundation, superstructure, structural roof, roofing membrane, exterior walls, and other structural members and parts of the Building, all typical maintenance of the interior and exterior of the Building such as painting and/or washing the interior and exterior windows, maintaining the interior and exterior portions of the Building, cleaning and maintaining sidewalks adjacent to the Building, repair and maintenance, including without limitation, the replacement of fluorescent and other lighting (for example, light bulbs, ballasts); provided, however, that Tenant shall be responsible for all maintenance, repair and replacement required as a direct result of the abuse or negligence of Tenant, or its customers, agents, employees, assignees, subtenants, licensees or invitees. Notwithstanding the foregoing, Landlord shall not be required to polish or wax any interior or exterior components, to provide trash removal from the Premises, or to provide restroom repair, maintenance or replacement or furnish any restroom supplies. Landlord shall have thirty (30) days after notice from Tenant to perform its obligations under this Section 5.1, except that Landlord shall perform its obligations immediately if the nature of the problem presents a hazard or emergency or substantially interferes with Tenant's use of the Premises. Tenant expressly waives the benefits of any statute, including Civil Code Sections 1941 and 1942, which would afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease due to Landlord's failure to keep the Building in good order, condition and repair; provided that if Landlord fails to commence any maintenance or repair (and thereafter diligently prosecute to completion) within the Premises that is required under this Lease for ten (10) business days after the second written request from Tenant, then Tenant may perform such maintenance or repair work. In such event, Tenant shall receive a credit toward the monthly base rent under this Lease for the actual and reasonable costs of such maintenance and repair work.

5.2 Maintenance by Tenant. Tenant shall be responsible for (a) that certain maintenance in the Premises for which Landlord is not responsible as set forth in Section 5.1 above, and (b) the maintenance, including repair and/or replacement desired by Tenant, of its interior signs, furnishings and other personal property used in connection with the Premises. In addition, Tenant shall be responsible for all maintenance, repair and replacement required within the Premises, Building or Project as a direct result of the abuse or negligence of Tenant, or its customers, agents, employees, assignees, subtenants, licensees or invitees. Tenant shall not be responsible for any of the items which are Landlord's responsibilities under this Lease.

ARTICLE 6

UTILITIES AND SERVICES

6.1 Provision of and Payment for Utilities. Landlord shall provide electricity, gas, water, sewer, refuse collection, and heating and air conditioning for Tenant's use during Tenant's hours of operation (for example, twenty-four (24) hours per day, seven days per week), and all such utilities shall be used by Tenant at Tenant's sole cost and expense. All utilities shall be separately metered (the cost of providing separate meters at Landlord's cost and expense), and shall be used by Tenant in reasonable amounts not to exceed the capacities of the utility systems serving the Premises making delivery to Tenant; provided that Tenant shall contract directly with all utility providers if possible. Tenant shall reimburse Landlord for the cost of any such utilities provided by Landlord.

6.2 Failure to Furnish Utilities. Except as hereinafter provided, Landlord shall not be liable for any failure to furnish any of such services or utilities when such failure is caused by strikes, lockouts, other labor troubles or other conditions beyond Landlord's reasonable control (financial inability excepted), and Tenant shall not be entitled to any damages nor shall any such failure relieve Tenant of the obligation to pay Rent, or constitute or be construed as a constructive or other eviction of Tenant. Notwithstanding the foregoing, Rent of any kind provided in this Lease shall be equitably abated in the event Landlord, for whatever reason, is unable to supply any of the Building's sanitary, electrical, heating, air conditioning, water or other systems serving the Premises for a period of twenty-four (24) hours or more, unless the failure to furnish any of such services or utilities is caused by: (a) Tenant, its employees, licensees or invitees; or (b) strike, lockout or other labor troubles; or (c) other conditions beyond Landlord's reasonable control (financial inability excepted). If the failure to furnish any of such services or utilities is caused by one of the above three listed reasons, then there shall be no abatement of Rent for the first thirty (30) days following such failure to furnish and the amount of any abatement thereafter shall be agreed upon by Landlord and Tenant or, in the event Landlord and Tenant are unable to agree on such abatement, the amount shall be determined in an arbitration proceeding (pursuant to the terms of Article 24) according to the extent to which such unavailability interferes with Tenant's normal business operations on the Premises. If Landlord's failure to furnish any such services or utilities to the Premises or to supply any of the Building's sanitary, electrical, heating, air conditioning, water or other systems serving the Premises for any period of time is caused by the negligence or willful act of Landlord, or Landlord's agents or contractors, there shall be an immediate abatement of Rent for the period of such failure or lack of supply, but only to the extent Tenant actually ceases operations in the Premises. In the event of any stoppage or interruption of services, Landlord shall use commercially reasonable efforts to restore said services as soon as possible.

6.3 Security Services and System. Subject to the terms and conditions of the Leasehold Improvement Agreement, Tenant shall have the right to install or have installed in the Premises, a card key access system or other security system. Tenant shall repair any damage caused to the Premises or the Building due to the installation and removal of any such security system. In addition, Tenant shall provide security services for the Premises at its sole cost and expense, twenty-four (24) hours per day, seven (7) days per week.

6.4 Janitorial and Waste Removal Services. Tenant, at its sole cost and expense, shall provide for waste removal and bonded cleaning/janitorial service consistent with first class buildings for the Premises and for all of the public and common areas within the Premises and the Building and appurtenances thereto, including the elevators and stairways.

ARTICLE 7

ALTERATIONS AND IMPROVEMENTS

7.1 Consent Required. Tenant shall not make any alterations, improvements or additions (each, an "Alteration") in, on or about the Premises without Landlord's prior written consent, except that Tenant may make Alterations without Landlord's prior written consent where (i) the reasonably estimated cost of the Alteration and together with the cost of any other Alteration made during the immediately preceding twelve (12) months does not exceed Fifty Thousand Dollars (\$50,000), and (ii) such Alterations do not affect or involve the structural integrity, roof membrane, exterior areas, Building systems or water-tight nature of the Premises, Building or Project. In requesting Landlord's consent, Tenant shall, at Tenant's sole cost, submit to Landlord complete drawings and specifications describing the Alteration and the identity of the proposed contractor. Landlord, without any cost to itself, shall cooperate with Tenant in securing building and other permits and authority necessary from time to time for any work permitted under this Lease. Tenant may at any time remove any equipment and trade fixtures installed by or on behalf of Tenant in the Premises. Improvements made by Tenant at any time to the Premises during the term of this Lease shall be and remain the property of Tenant.

7.2 Conditions

(a) Notice. Before commencing any work relating to Alterations, Tenant shall notify Landlord of the expected date of commencement thereof and of the anticipated cost thereof, and shall provide Landlord with a copy of the approved plans and specifications. Landlord shall then have the right at any time and from time to time to post and maintain on the Premises such notices as Landlord reasonably deems necessary to protect the Premises and Landlord from mechanics' liens or any other liens.

(b) Liens. For any Alterations after those to be constructed by Landlord pursuant to the Leasehold Improvement Agreement, Tenant shall pay when due all claims for labor or materials actually furnished for use in the Premises. Tenant shall not permit any mechanics' liens or any other liens to be levied against the Premises for any labor or materials furnished to Tenant in connection with work performed on the Premises by or at the direction of Tenant.

(c) Compliance with Laws. All Alterations in or about the Premises performed by or on behalf of Tenant shall be done in a first-class, workmanlike manner, shall not unreasonably lessen the value of leasehold improvements in the Premises, and shall be completed in compliance with all applicable laws, ordinances, regulations and orders of any governmental authority having jurisdiction thereover, as well as the reasonable requirements of insurers of the Premises and the Building.

(d) Labor Disputes. Upon Landlord's request, Tenant shall remove any contractor, subcontractor or material supplier from the Premises and the Building if the work or presence of such person or entity results in labor disputes in or about the Building or Project or damage to the Premises, Building or Project.

(e) Accessibility Improvements. Landlord, at Landlord's sole discretion, may refuse to grant Tenant permission for Alterations which require, because of application of Americans with Disabilities Act or other laws, substantial improvements or alterations to be made to the Common Areas for which Tenant is not willing to pay.

(f) End of Term. Alterations made to the Premises shall become the property of Landlord and remain upon and be surrendered with the Premises upon the expiration of this Lease; provided, however, that Tenant's machinery, equipment, and trade fixtures, other than any which may be affixed to the Premises so that they cannot be removed without material damage to the Premises, shall remain the property of Tenant and may be removed by Tenant subject to the provisions of Article 13 below.

ARTICLE 8

PARKING

Included in Tenant's rental herein is the right of Tenant's customers and invitees to have the non-exclusive right to use free of charge 3.2 parking spaces for each 1,000 square feet of Rentable Area in the parking area associated with the Building in those spaces as designated on **Exhibit B**. Landlord acknowledges that Tenant's parking needs may fluctuate, on a daily basis throughout a 24-hour period. In the event Landlord installs a system of charging for parking in the parking area, Landlord shall establish and make available to Tenant no-charge validations issued to Tenant's customers and invitees for the use of such parking to the extent of said parking spaces in the parking area. Landlord reserves the right to grant similar nonexclusive rights to other tenant; to promulgate reasonable rules and regulations relating to the use of the parking area; and to make changes in the parking layout from time to time, provided such changes comply with Laws and Orders and do not adversely affect Tenant's ability to utilize the parking rights set forth in this Article 8. In order to help manage Tenant's parking demand, Landlord may in its sole discretion designate parking areas for the employees, clients and/or customers of Tenant and the other tenants and occupants of the Building and/or project. If Landlord determines that Tenant is using more parking spaces than set forth above in this Article 8, and such excess use results in insufficient parking being available for the other tenants and occupants of the Building or project, Tenant shall adjust its parking usage to comply with the parking allocation set forth in this Article 8.

Landlord shall provide at least one (1) bicycle rack or bicycle storage box to accommodate at least eight (8) bicycles, in close proximity to the Building and Premises, and at such location as approved by Landlord and Tenant. Tenant shall use its best efforts to cause its employees, clients and customers to park their bicycles in the designated bicycle parking areas.

ARTICLE 9

INSURANCE AND INDEMNITY

9.1 Insurance. Landlord and Tenant shall maintain insurance as described in **Exhibit F**, which is attached hereto and incorporated herein by this reference.

9.2 Indemnity.

9.2.1 Indemnification of Landlord. Tenant agrees to indemnify Landlord against and save Landlord harmless from any and all loss, cost, liability, damage and expense, including, without limitation, reasonable attorneys' fees and costs that may be asserted by any party and incurred in connection with or arising from: (a) any default by Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be observed or performed; (b) the use or occupancy or manner of use or occupancy of Tenant; (c) the condition of the Premises related to Tenant's duties under this Lease, or any occurrence on the Premises from any cause whatsoever, except to the extent caused by the negligence or willful misconduct of Landlord or related to the duties of Landlord under this Lease; or (d) any acts, omissions or negligence of Tenant or of the contractors, agents, employees, visitors or licensees of Tenant in, on or about the Premises or the Building. Tenant's obligations under this Section 9.2.1 shall survive the termination of the Lease.

9.2.2 Indemnification of Tenant. Landlord agrees to indemnify Tenant against and save Tenant harmless from any and all loss, cost, liability, damage and expense, including, without limitation, reasonable attorneys' fees and costs that may be asserted by any party and incurred in connection with or arising from: (a) any default by Landlord in the observance or performance of any of the terms, covenants or conditions of this Lease on Landlord's part to be observed or performed; (b) the negligence or willful

misconduct of Landlord or its agents, contractors or employees in, on or about the Building. Landlord's obligations under this Section 9.2.2 shall survive the termination of the Lease.

ARTICLE 10

DESTRUCTION AND UNTENANTABILITY OF PREMISES

10.1 Loss -- Insured or Uninsured. Subject to the options to terminate hereinafter provided in this Article 10, if during the Lease Term, the Building or any portion thereof is damaged by fire, earthquake or other casualty or peril, Landlord shall with all due diligence (upon receipt of sufficient insurance proceeds) repair or rebuild the Building and the Premises to the condition at least equal to that existing immediately prior to said damage. In connection therewith, Landlord shall use any such insurance proceeds for such purpose, together with any insurance proceeds received by Tenant by reason of insurance on improvements made by it in excess of the actual amount needed to replace or restore Tenant's improvements, fixtures and equipment, provided that any such proceeds received by Tenant shall only be used for the replacement or restoration of Tenant's improvements, fixtures and equipment. If, by reason of the provisions of any mortgage or deed of trust executed by Landlord encumbering the Building, insurance proceeds are required to be made payable to the lienholder and/or the policies of insurance placed in its custody, Tenant hereby consents thereto, provided that the lienholder in question shall first agree in writing with Landlord to make the proceeds of said insurance available for the repair and restoration of the Building.

10.2 Major Damage. For purposes of this Article 10, "major damage" to the Building resulting from fire, earthquake or any other casualty or peril is defined as damage to such extent that either (a) the estimated cost of full repair of such damage is greater than fifty percent (50%) of the then full replacement value of the Building as required for purposes of the then existing insurance policies provided for in Article 10, or (b) the repair or restoration of such damage that cannot be completed within one hundred eighty (180) days after the date of casualty. Any other damage to the Building from any such casualty or risks shall be deemed to be "non-major."

10.3 Tenant's Option to Terminate in Certain Events. If during the Lease Term the Building or any portion thereof receives damage to such an extent that the cost to repair the damage exceeds twenty percent (20%) of the then full replacement value of the Building and the effect of which is to render the Premises untenable, in Tenant's opinion, for continued occupancy for a period of two hundred forty (240) days or more, then Tenant shall have the option to terminate this Lease upon thirty (30) days' notice to Landlord.

10.4 Landlord's Option to Terminate in Event of Major Damage to Building. If during the Lease Term the Building or any portion thereof receives major damage, Landlord shall have the option to terminate this Lease on sixty (60) days' written notice to Tenant, in which event proration of Rent shall be made to be effective upon the date of such damage, and Landlord shall have no further obligations to Tenant. Notwithstanding the foregoing, Landlord shall have the absolute obligation to rebuild the Building after major damage in the manner set forth in Section 10.1 if the insurance proceeds are sufficient to pay for such rebuilding and Tenant does not elect to terminate this Lease pursuant to Section 10.3 above.

10.5 Proration. In the event of termination pursuant to the provisions of this Article 10, Tenant shall surrender to Landlord possession of the Premises and shall pay to Landlord any Rent hereunder accruing to the date of such damage.

10.6 Abatement of Rent. In the event that after any damage or destruction this Lease is not terminated in accordance with its provisions, Rent shall be equitably prorated and abated during the period commencing with the date of the casualty and continuing until such repairs are completed in the proportion that the Rent of the part usable by Tenant for the normal operation of Tenant's business on the Premises bears to the rental of the total space then leased by Tenant, taking into consideration the rental rate per

square foot for the space for which the proration is made and any adverse effects and disruptions to Tenant's business caused during the period of such repairs.

10.7 Waiver. The provisions of California Civil Code Sections 1932(2) and 1933(4), and any successor statutes, are inapplicable with respect to any destruction of the Premises, such sections providing that a lease terminates upon the destruction of the Premises unless otherwise agreed between the parties to the contrary.

ARTICLE 11

EMINENT DOMAIN

11.1 Appropriation. In the event of any taking of or damage to all or any part of the Building or Premises, including any interest therein or appurtenant thereto, by reason of any exercise of the power of eminent domain, whether by a condemnation proceeding, inverse condemnation or otherwise, or in the event of any transfer, conveyance, or sale of all or any part of the Building or Premises, including any interest therein, or appurtenant thereto made in lieu of an exercise of the power of eminent domain (all of the foregoing being hereinafter referred to as "appropriation") prior to or during the Lease Term, the rights and obligations of Landlord and Tenant with respect to such appropriation, each time there is an instance of such appropriation, shall be governed by the provisions of this Article 11.

11.2 Date of Appropriation. For the purposes of this Article 11, the date of appropriation shall be the date upon which the condemning authority takes possession of all or any part of the Building or any interest therein or appurtenant thereto, or the date upon which Tenant is required by the condemning authority to commence vacating the Premises or any portion thereof, or any interest therein or appurtenant thereto, as a result of such appropriation, whichever date shall first occur.

11.3 Appropriation of All of the Building. In the event of appropriation of all of the Building, this Lease, subject to all provisions of this Article 11 pertaining to payments to be made shall terminate as of the date of such appropriation.

11.4 Appropriation of Less Than All of the Building or Premises.

11.4.1 General Provisions. Except as provided below in this Section 11.4, in the event of appropriation of less than all of the Building or of the Premises, this Lease shall continue in full force and effect, except that, as to the portion of the Premises so appropriated, this Lease shall terminate as of the date of appropriation.

11.4.2 Right to Terminate.

(i) If the appropriation shall render the Premises unavailable or unsuitable, in Tenant's sole opinion, to continue Tenant's normal use of the Premises, Tenant shall have the right to terminate this Lease. Exercise of such right by Tenant shall be made by written notice to Landlord on or before thirty (30) days after the date of Tenant's receipt of written notice of appropriation. Any such termination shall be effective as of the date of the appropriation.

(ii) In the event that fifty percent (50%) or more of the rentable area of the Building (as it existed on the date of the appropriation) should become untenanted or unoccupied because the appropriation renders such space unavailable or untenanted, Landlord shall have the right to terminate this Lease, provided that Landlord also terminates the leases of all other tenants of the Building. Exercise of such right shall be made by notice to Tenant on or before thirty (30) days after the date of receipt of notice of appropriation.

11.4.3 Abatement of Rent. The Rent for the remainder of the Lease Term shall be prorated in the same proportion that part of the Premises usable by Tenant for the normal operation of its business bears to the total Premises immediately prior to the appropriation, taking into consideration the Lease rental rate per Rentable Square Foot for the space for which the proration is made. Rent shall also be abated for any portion of the Premises that is not appropriated but is rendered temporarily unusable by virtue of repairs or restoration necessitated by the appropriation of other space.

11.4.4 Restoration of Premises by Landlord. If this Lease is not terminated pursuant to Section 11.4.2 and subject to Section 11.4.5, Landlord will make any restoration of the remainder of the Building and the Premises necessitated by reason of the appropriation of less than all of the Building as promptly as reasonably practicable to as close to the same condition (as circumstances permit) as existed immediately prior to such appropriation.

11.4.5 Restoration of Premises with Tenant Funds. If Landlord would otherwise have the right to terminate this Lease pursuant to Section 11.4.2(ii), Landlord shall not have the right to terminate this Lease if Tenant, within thirty (30) days after receipt of notice from Landlord that Landlord has elected to terminate this Lease pursuant to Section 11.4.2(ii), notifies Landlord that Tenant desires to have the Building, or so much thereof as may be necessary to constitute a complete architectural unit, restored to a condition which will provide Tenant with suitable facilities in Tenant's sole opinion for its continued use of the Premises and that Tenant will supply any additional funds, if any, that may be necessary, in addition to the net amount of the award paid to Landlord under the provisions of Section 11.6, including severance damages (without offset for special benefits) after first deducting any and all amounts which constitute Tenant's share of the award pursuant to Section 11.6. In such event, Tenant and Landlord shall each agree upon the plans and specifications for such rebuilding, the cost thereof, and the method by which Tenant shall supply to Landlord the additional funds necessary for such rebuilding. Tenant shall not be entitled to any ownership of the Building or Project as a result of providing such additional funds, and nor shall Tenant be entitled to any offset, credit, refund or payment as a result of providing such additional funds, the restoration of the Building being the sole consideration Tenant shall receive for providing such additional funds. If Landlord and Tenant are unable to agree on any aspect of such rebuilding, the matter shall be submitted to arbitration in accordance with the provisions of Article 23.

11.5 Amounts Payable by Reason of Termination. If this Lease is terminated pursuant to Section 11.4.2, the entire award (less any amounts separately awarded to Tenant under subsections (1) through (6) below, and less the reasonable expenses of Landlord and Tenant incurred in such appropriation proceedings which shall be paid to Landlord or Tenant, as applicable) made with respect to the appropriation shall be paid to Landlord; provided, however, Tenant and its representative shall have the right to participate in any negotiations with respect to the amount or allocation of such award. Payment from the award shall be made first to the senior mortgage holder on the Building in an amount necessary to repay its security interest and then Tenant shall have the right to make a separate claim in the condemnation proceedings and to share in the aggregate award which is paid by the condemnor or awarded by the court specifically for: (1) the fair market value of the unexpired portion of the Lease Term (including the option to extend the Lease Term pursuant to Section 2.5, as if all such options were fully exercised by Tenant and including Tenant's right to terminate as set forth in Section 2.6) in excess of the Rent provided for herein, exclusive of any immovable trade fixtures or improvements; plus (2) any severance damages attributable to the unexpired Lease Term plus (3) the taking of the unamortized or undepreciated value of any leasehold improvements owned by Tenant that Tenant has the right to remove at the end of the Lease Term and that Tenant elects not to remove; plus (4) reasonable removal and relocation costs for any leasehold improvements that Tenant has the right to remove and elects to remove (if condemnor approves the removal); plus (5) relocation costs under Government Code section 7262, the claim for which Tenant may pursue by separate action independent of this Lease; plus (6) any other amount in addition to the foregoing that does not reduce the amount of the award payable to the Landlord.

11.6 Damages if Lease Not Terminated. In the event of any appropriation of less than all of the Building or the Premises, if this Lease is not terminated pursuant to provisions of Section 11.4.2, the entire award made with respect to the appropriation shall be paid to Landlord; provided, however, Tenant and its

representatives shall have the right to participate in any negotiations with respect to the amount or allocation of such award. All of such award shall be used as follows: 1) to reimburse Landlord and Tenant for costs incurred in such appropriation proceedings, 2) to repair or restore the Building as provided in this Article 11, and 3) any remaining balance shall be allocated between Landlord and Tenant pro rata in accordance with Section 11.5.

11.7 Interest. Tenant shall be entitled to the share of any interest paid on any award to the extent the same is allocable to the amounts to which Tenant is entitled.

11.8 Abatement of Monetary Obligations of Tenant. In addition to any other abatement provided for in this Lease, all monetary obligations of Tenant hereunder shall be abated in an equitable amount based upon the interference with Tenant's normal business operations at the Premises commencing with the date of the appropriation and continuing during the period of any restoration and, in addition, for the remainder of the Lease Term to the extent that the Premises are not fully restored.

11.9 Proration and Refund of Payments. If this Lease is terminated pursuant to this Article 11, the Rent shall be prorated to the date of termination. Landlord shall repay to Tenant any Rent paid by Tenant for any period beyond the date of termination to the extent same is in excess of amounts then owed by Tenant to Landlord.

11.10 Date of Payments. All payments due Tenant from Landlord by reason of an appropriation shall be paid to Tenant without prior notice or demand and on or before the expiration of a period of ten (10) days from the date on which the amount of the award is finally determined and Landlord obtains, or has the right to obtain, whichever shall first occur, such award. If Landlord shall fail to make any such payments to Tenant on or before the expiration of such ten (10) day period, in addition to any and all other remedies available to Tenant under this Lease or otherwise, Landlord shall be obligated to pay interest to Tenant on the unpaid amount of such payments at the maximum rate permitted by law.

ARTICLE 12

COMPLIANCE WITH LAWS

12.1 Definition of "Laws and Orders." For purposes of this Article 12, the term "Laws and Orders" includes all federal, state, county, city, or government agency laws, statutes, ordinances, standards, rules, requirements, or orders now in force or hereafter enacted, promulgated, or issued. The term also includes government measures regulating or enforcing public access or occupational or health or safety standards for employers, employees, landlords, or tenants (including, without limitation, tenants that are public entities).

12.2 Compliance with Laws and Orders.

(a) Tenant. Tenant shall, at Tenant's expense, comply promptly with all applicable Laws and Orders in effect during the Term. If, in order to comply with any such Laws and Orders, Tenant must obtain or deliver any permit, certificate or other document evidencing such compliance, Tenant shall provide a copy of such document to Landlord promptly after obtaining or delivering it. If a change to any common area, the building structure, or any building system becomes required under Laws and Orders (or any such requirement is enforced) as a result of (a) Tenant's application for any permit or governmental approval, (b) Tenant's construction or installation of any leasehold improvements or trade fixtures, or (c) any special use of the Premises or any part thereof by Tenant or any subtenant or assignee of Tenant, then Tenant, upon demand, shall, at Landlord's option, either make such change at Tenant's cost or pay Landlord the cost of making such change.

(b) Landlord. Landlord, at its expense (subject to Section 4.5.2 of the Lease), shall cause the structural portions of the building, the building systems and the common areas of the Premises

to comply with all Laws and Orders (including the Accessibility Improvements) to the extent that (a) such compliance is necessary for Tenant to use the Premises for general office purposes in a normal and customary manner and for Tenant's employees and visitors to have access to and from the Premises, or (b) Landlord's failure to cause such compliance would impose liability upon Tenant under Laws and Orders; provided, however, that Landlord shall not be required to cause or pay for such compliance to the extent that (x) Tenant is required to cause or pay for such compliance under Section 12.2(a) or any other provision hereof, or (y) non-compliance arises under any provision of the Americans with Disabilities Act other than Title III thereof. Notwithstanding the foregoing, Landlord may contest any alleged violation in good faith, including by applying for and obtaining a waiver or deferment of compliance, asserting any defense allowed by Law, and appealing any order or judgment to the extent permitted by Law; provided, however, that after exhausting any rights to contest or appeal, Landlord shall perform any work necessary to comply with any final order or judgment.

12.3 Rent Abatement. Subject to Subsection 20.2, Tenant's Rent shall be abated to the extent that Tenant's use and enjoyment of the Premises is disrupted by any work required by Landlord pursuant to Section 12.2.

12.4 Certified Access Specialist Disclosures. Pursuant to California Civil Code Section 1938, the subject property has not been inspected by a Certified Access Specialist. A Certified Access Specialist can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a Certified Access Specialist inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a Certified Access Specialist inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the Certified Access Specialist inspection, the payment of the fee for the Certified Access Specialist inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

ARTICLE 13

SURRENDER

Subject to the other provisions of this Lease, Tenant covenants that on the last day of the term or on the last day of a renewal or extension of this Lease, it will peaceably and quietly leave and surrender the Premises in as good condition as they now are, ordinary wear and tear, repairs and replacements required to be made by Landlord, loss by fire, casualty and causes beyond Tenant's control, and alterations, additions and improvements herein permitted, excepted.

ARTICLE 14

SUBORDINATION

This Lease may, at the option of Landlord, be made subordinate to any first mortgage or first deed of trust now or hereafter placed upon or affecting the real property of which the Premises form a part, and to all renewals, modifications, replacements and extensions thereof; provided that as a condition of such subordination, and only if: (a) such mortgage or deed of trust shall contain a covenant which shall permit the proceeds of all insurance policies covering the Building, improvements, equipment and/or appurtenances thereto, whether such proceeds are to be held by Landlord or the first mortgagee or beneficiary, to be paid and/or made available for repair, replacement and rebuilding as provided in this Lease; and (b) a separate written agreement is entered into by the mortgagee named in any such mortgage, or by the trustee and the beneficiary named in any such deed of trust, and is recorded simultaneously with

said mortgage or deed of trust, providing that notwithstanding any default in the mortgage or deed of trust and any foreclosure thereof, or the enforcement by the holder thereof of any rights or remedies, including sale thereunder, or otherwise, this Lease shall be recognized, remain in full force and effect, and the Tenant shall be permitted to remain in quiet and peaceful possession of the Premises throughout the term thereof, and any extension or renewal thereof. Such agreements shall be materially in the forms of **Exhibit G** attached hereto. If Tenant has received the nondisturbance agreement and estoppel certificate in the form(s) attached hereto as **Exhibit G**, Tenant shall, within thirty (30) days after Landlord's request, execute any further instruments or assurances in recordable form that Landlord reasonably considers necessary to evidence or confirm the subordination or superiority of this Lease to any such encumbrances or underlying leases. Such subordination instrument(s) shall be strictly limited to matters contained in the nondisturbance agreement and estoppel certificate, and no such instruments may increase any of Tenant's obligations or decrease any of Tenant's rights under this Lease. Tenant's failure to execute and deliver such instrument(s) shall constitute a default under this Lease only if Landlord has first delivered the nondisturbance agreement and estoppel certificate required hereunder to Tenant.

ARTICLE 15

TRANSFER OF TENANT'S INTEREST

15.1 Assignment and Subletting; Prohibition. Tenant shall not assign, mortgage, pledge or otherwise transfer this Lease, in whole or in part (each hereinafter referred to as an "assignment"), nor sublet or permit occupancy by any party other than Tenant of all or any part of the Premises (each hereinafter referred to as a "sublet" or "subletting"), without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. No assignment or subletting by Tenant shall relieve Tenant of any obligation under this Lease, including Tenant's obligation to pay Rent hereunder. Any purported assignment or subletting contrary to the provisions of this Lease without Landlord's prior written consent shall be void. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for obtaining Landlord's consent to any subsequent assignment or subletting. Landlord may consent to any subsequent assignment or subletting, or any amendment to or modification of this Lease with the assignees of Tenant, without notifying Tenant or any successor of Tenant, and without obtaining its or their consent thereto, and such action shall not relieve Tenant or any successor of Tenant of any liability under this Lease. As additional rent hereunder, Tenant shall reimburse Landlord for all reasonable legal fees and other expenses incurred by Landlord in connection with any request by Tenant for consent to an assignment or subletting. Notwithstanding anything stated to the contrary in this Lease, Tenant shall have the right at any time and from time to time with ten business (10) days' notice to Landlord to assign or otherwise transfer all or any part of Tenant's interest in this Lease, or to sublet the Premises, or any part thereof, to any entity that is controlling, controlled by or under common control with Tenant, including but not limited to public entities in which a majority of Directors consists of members of the Sonoma County Board of Supervisors, without complying with any other provision of this Lease.

15.2 Information to be Furnished. If Tenant desires at any time to assign its interest in this Lease or sublet the Premises to an entity that is not affiliated with Tenant, Tenant shall first notify Landlord of its desire to do so and shall submit in writing to Landlord: (i) the name of the proposed assignee or subtenant; (ii) the nature of the proposed assignee's or subtenant's business to be conducted in the Premises; (iii) the terms and provisions of the proposed assignment or sublease, including the date upon which the assignment shall be effective or the commencement date of the sublease (hereinafter referred to as the "Transfer Effective Date") and a copy of the proposed form of assignment or sublease; and (iv) such financial information, including financial statements, and other information as Landlord may reasonably request concerning the proposed assignee or subtenant.

15.3 Landlord's Election. At any time within thirty (30) days after Landlord's receipt of the information specified in Section 15.2, Landlord may, by written notice to Tenant, elect to (i) terminate this

Lease as to the space in the Premises that Tenant proposes to sublet; (ii) terminate this Lease as to the entire Premises (available only if Tenant proposes to assign all of its interest in this Lease or the total amount of rentable square feet of space that Tenant proposes to sublease, together with the aggregate amount of rentable square feet of space in the Premises previously subleased by Tenant or recaptured by Landlord pursuant to this Section, exceeds fifty percent (50%) or more of the original Premises), (iii) consent to the proposed assignment or subletting by Tenant; or (iv) withhold its consent to the proposed assignment or subletting by Tenant. In the event Landlord terminates this lease pursuant to this Section 15.3, Tenant shall have the right to withdraw its request to assign this Lease or sublet the Premises and reinstate this Lease upon written notice to Landlord.

15.4 Termination. If Landlord elects to terminate this Lease with respect to all or a portion of the Premises pursuant to Section 15.3 (i) or (ii) above, this Lease shall terminate effective as of the later of (a) the two hundred seventieth (270th) day after Landlord notifies Tenant in writing of its election to terminate this Lease or (b) the Transfer Effective Date. If Landlord terminates this Lease with respect to less than all of the Premises, Landlord shall, at Landlord's sole cost and expense partition the Premises to provide the occupants of each premises commercially reasonable and secured access to their respective premises, legal fire exits, access to bathrooms and utility rooms and loading facilities, including all design, permitting and construction costs.

15.5 Withholding Consent. Without limiting other situations in which it may be reasonable for Landlord to withhold its consent to any proposed assignment or sublease, Landlord and Tenant agree that it shall be reasonable for Landlord to withhold its consent in any one (1) or more of the following situations: (1) in Landlord's reasonable judgment, the proposed subtenant or assignee or the proposed use of the Premises would materially detract from the status of the Building as a first-class office building, generate vehicle or foot traffic, parking or occupancy density materially in excess of the amount customary for the Building or the Project or result in a materially greater use of the elevator, janitorial, security or other Building services (for example, heating, ventilation and air conditioning, trash disposal and sanitary sewer flows) than is customary for the Project; (2) in Landlord's reasonable judgment, the creditworthiness of the proposed subtenant or assignee does not meet the credit standards applied by Landlord in considering other tenants for the lease of space in the Project on comparable terms, or Tenant has failed to provide Landlord with reasonable proof of the creditworthiness of the proposed subtenant or assignee; (3) in Landlord's reasonable judgment, the business history, experience or reputation in the community of the proposed subtenant or assignee does not meet the standards applied by Landlord in considering other tenants for occupancy in the Project; (4) the proposed assignee or subtenant is the United States Post Office; or (5) the proposed subtenant or assignee is a then existing or prospective tenant of the Project. If Landlord fails to elect either of the alternatives within the thirty (30) day period referenced in Section 15.3, it shall be deemed that Landlord has refused its consent to the proposed assignment or sublease.

15.6 Bonus Rental. If, in connection with any assignment or sublease, Tenant receives rent or other consideration, either initially or over the term of the assignment or sublease, in excess of the Rent called for hereunder, or in case of the sublease of a portion of the Premises, in excess of such Rent fairly allocable to such portion, Tenant shall pay to Landlord, as additional rent hereunder, fifty percent (50%) of the excess of each such payment of Rent or other consideration received by Tenant promptly after Tenant's receipt of such Rent or other consideration.

15.7 Scope. The prohibition against assigning or subletting contained in this Article 15 shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease is assigned, or if the underlying beneficial interest of Tenant is transferred, or if the Premises or any part thereof is sublet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant and apply the net amount collected to the Rent due herein and apportion any excess rent so collected in accordance with the terms of Section 15.6, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of the provisions regarding assignment and subletting, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained.

15.8 Executed Counterparts. No sublease or assignment shall be valid, nor shall any subtenant or assignee take possession of the Premises, until a fully executed counterpart of the sublease or assignment has been delivered to Landlord and Landlord, Tenant and the applicable assignee or subtenant have entered into a consent to assignment or sublease in a form acceptable to Landlord.

ARTICLE 16

QUIET ENJOYMENT AND TITLE

Landlord covenants and represents that it has full right and power to execute and perform this Lease and to grant the estate demised herein, and covenants that Tenant on paying the Rent herein reserved and performing the covenants hereof shall peaceably and quietly have, hold and enjoy the Premises and all appurtenances during the full term of this Lease or any extension or renewal thereof, and further covenants and represents that Landlord has a fee simple interest in the Premises. Landlord further covenants and represents that it will stand so seized on the first day of the Lease Term and will then place Tenant in actual possession of the Premises with the improvements thereon and the appurtenances thereto all in conformity with law and in a safe, clean and tenantable condition and in good order and repair.

ARTICLE 17

ENVIRONMENTAL REPRESENTATIONS

17.1 Definition of "Hazardous Material." As used in this Article 17, the term "Hazardous Material" shall mean any hazardous or toxic substance, material, or waste that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Building. Hazardous Material includes:

(a) Any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 United States Code sections 9601-9675);

(b) "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (42 United States Code sections 6901-6992k);

(c) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect);

(d) Petroleum products;

(e) Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4;

(f) Asbestos in any form or condition;

(g) Polychlorinated biphenyls and substances or compounds containing polychlorinated biphenyls; and

- (h) Volatile organic compounds.

Notwithstanding the foregoing, Hazardous Materials shall not include limited quantities of standard office, building and janitorial supplies reasonably necessary in connection with Tenant's use and operation of the Premises, provided that such materials are used, stored or disposed of in accordance with applicable Hazardous Substance Laws.

17.2 Landlord's Representations and Warranties. Except as disclosed in that certain Phase I Environmental Site Assessment prepared for The Lakes by Kleinfelder, Inc., dated August 13, 2012, a copy of which is attached hereto as **Exhibit H**, Landlord represents and warrants to Tenant that, to the Landlord's actual knowledge (without duty of inquiry), neither Landlord, nor Landlord's actual knowledge (without duty of inquiry) any third party, has used, manufactured, generated, treated, stored, disposed of, or released any Hazardous Material on, under or about the Real Property or real estate currently owned or controlled by Landlord which is adjacent to the Real Property or transported any Hazardous Material over the Real Property, nor has Landlord or to the Landlord's knowledge (as defined below) any third party installed, used or removed any storage tank on, from or in connection with the Real Property, nor to the Landlord's knowledge (as defined below) are there any storage tanks or wells (whether existing or abandoned) located on, under or about the Real Property. As used in this Lease, the phrases, "the Landlord's knowledge," "Landlord's actual knowledge," and similar phrases mean the actual knowledge of Landlord, without any duty to conduct or undertake any further invasive physical investigation of the Property, but including, without limitation, information gathered as a result of a diligent and thorough search by Landlord of its records and interviews with all relevant current personnel, including, without limitation, property management personnel, and any partners with or shareholders of Landlord. Notwithstanding anything stated to the contrary herein, Landlord hereby acknowledges and understands that Tenant is relying on Landlord's representations and warranties made herein.

17.3 Compliance with Laws. With respect to Landlord's use of the Premises, the Building and the Real Property prior to this Lease, Landlord represents and warrants to Tenant that to Landlord's actual knowledge, at the commencement of the Lease, the Premises, the Building and the Real Property are in compliance with all federal, state and local laws, regulations and standards relating to the use, occupancy, production, storage, sale, disposal, or transportation of any Hazardous Materials ("Hazardous Substance Laws").

17.4 Right of Offset. With respect to Tenant's obligations to pay Rent under the Lease, Tenant may, upon fifteen (15) days' written notice to Landlord, offset payment of Rent to Landlord for costs and expenses incurred by Tenant for any breach of Landlord's representations and warranties set forth in this Article 17.

17.5 Termination of Lease. In the event that Hazardous Materials are found to be present on the Premises, the Building or the Real Property through no fault of Tenant and such that the Premises, the Building and/or the Real Property (a) are not in compliance with Hazardous Substance Laws, and (b) such non-compliance poses a material threat to the health or safety of Tenant's employees, guests or invitees in or about the Premises, as reasonably determined by the Sonoma County Risk Manager, then Tenant may, upon thirty (30) days' written notice to Landlord, terminate this Lease.

17.6 Indemnification. Landlord shall indemnify, defend with counsel reasonable and acceptable to Tenant, and hold Tenant fully harmless from any and all liabilities, damages, claims, penalties, fines, settlements, causes of action, cost or expense, including reasonable attorneys' fees, environmental consultant fees and laboratory fees and costs and expenses of investigating and defending any claims or proceedings resulting from or attributable to any of the following to the extent caused by Landlord or its agents, contractors or employees: (a) the presence, disposal, release or threatened release of any Hazardous Materials that are on, from or affecting the Premises, the Building or the Real Property, including, without limitation, the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury (including wrongful death), or property damage (real or personal) arising

out of or relating to any Hazardous Materials on, from or affecting the Premises, the Building or the Real Property; (c) any lawsuits or administrative action brought or threatened, settlement reached or governmental order relating to any Hazardous Materials on, from or affecting the Premises, the Building or the Real Property; or (d) any violation of any laws applicable to any Hazardous Materials on, from or affecting the Premises, the Building or the Real Property.

17.7 Survival. Landlord's indemnification obligations under Section 17.6 above shall survive the expiration or sooner termination of this Lease.

17.8 Notices. The parties shall give each other written notice within three (3) calendar days after the date on which either party learns or first has reason to believe that: (a) there has or will come to be located on or about the Premises, the Building or the Real Property any Hazardous Materials; (b) any release, discharge or emission of any Hazardous Materials that has occurred on or about the Premises, the Building or the Real Property; (c) any (i) enforcement, cleanup, removal or other governmental or regulatory action has been threatened or commenced against Landlord or with respect to the Premises, the Building or the Real Property pursuant to any Hazardous Substances Laws; or (ii) any claim has been made or threatened by any person or entity against Landlord, Tenant, or the Premises, the Building or the Real Property on account of any alleged loss or injury claimed to result from the alleged presence or release on the Premises, the Building or the Real Property of any Hazardous Materials; or (iii) any report, notice, or complaint has been made to or filed with any governmental agency concerning the presence, use or disposal of any Hazardous Materials on the Premises, the Building or Real Property. Any such notice shall be accompanied by copies of any such claim, report, complaint, notice, warning or other communications that is in the possession of or is reasonably available to such party.

17.9 Audits. Landlord shall, upon completion of any environmental sampling and testing of the Premises, the Building or the Real Property, the surrounding soil in any adjacent areas, any groundwater located under or adjacent to the Premises, the Building or the Real Property, and/or adjoining property, provide Tenant with copies of all reports of the results of such environmental audit.

17.10 Clean-Up. If Landlord is responsible for the clean-up of any contamination of the Premises, the Building or the Real Property, Landlord shall, at its sole cost and expense, carry out and complete any repair, closure, detoxification, decontamination, or other cleanup of the Premises, the Building or the Real Property required by Hazardous Substance Laws. Should Landlord fail to implement and diligently pursue any such clean-up promptly upon receipt of notice thereof, then Tenant shall have the right, but not the obligation, to carry out such clean-up, and to recover all of the costs and expenses thereof from Landlord as a set-off against rental payments under the Lease if Tenant elects to cure.

17.11 Tenant's Covenants. Except for ordinary office supplies and janitorial cleaning materials which in common business practice are customarily and lawfully used, stored and disposed of in small quantities, Tenant shall not use, manufacture, store, release, dispose or transport any Hazardous Materials in, on, under or about the Premises, the Building or the Project without giving prior written notice to Landlord and obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. Tenant shall at its own expense procure, maintain in effect, and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required in connection with Tenant's generation, use, storage, disposal and transportation of Hazardous Materials. Except as discharged into the sanitary sewer in strict accordance and conformity with all applicable Hazardous Materials Laws, Tenant shall cause any and all Hazardous Materials removed from the Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. Tenant shall not maintain or install in, on, under or about the Premises, the Building or the Project any above or below ground storage tanks, clarifiers or sumps, nor any wells for the monitoring of ground water, soils or subsoils.

17.12 Landlord's Rights. Landlord shall have the right to enter the Premises at all times upon reasonable prior notice for the purposes of ascertaining compliance by Tenant with all applicable Hazardous Materials Laws; provided, however, that in the instance of a true emergency (involving an immediate threat

to life and/or property) no notice shall be required. Landlord shall have the option to declare a default of this Lease for the release or discharge of Hazardous Materials by Tenant or Tenant's employees, agents, contractors, or invitees on the Premises, Building or Project in violation of law or in deviation from prescribed procedures in Tenant's use or storage of Hazardous Materials.

ARTICLE 18

INSPECTION AND ENTRY BY OWNER

Landlord and its agents shall have the right at any reasonable time and upon at least twenty-four (24) hours' notice to Tenant, to enter upon the Premises so long as it does not interfere with the business activities of Tenant on the Premises, for the purpose of inspection, serving or posting notices, maintaining the Premises, making any necessary repairs, alterations or additions to any portion of the Premises to the extent required or permitted to Landlord under this Lease.

ARTICLE 19

NOTICE

19.1 Notices. All notices (including requests, demands, approvals, or other communications) unless otherwise set forth in this Lease, under this Lease shall be in writing.

19.1.1 Method of Delivery. Notice shall be sufficiently given for all purposes as follows:

- (a) When personally delivered to the recipient, notice is effective on delivery.
- (b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.
- (c) When mailed by certified mail with return receipt requested, notice is effective two (2) days following mailing.
- (d) When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery.
- (e) When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice, notice is effective on transmission as long as (1) a duplicate copy of the notice is promptly given by certified mail, return receipt requested, or by overnight delivery or (2) the receiving party delivers a written confirmation of receipt. Subject to the foregoing requirements, any notice given by telex or fax shall be considered to have been received on the next business day if it is transmitted after 5 p.m. (recipient's time) or on a non-business day.

19.2 Refused, Unclaimed, or Undeliverable Notices. Any correctly addressed notice that is delivered pursuant to Section 19.1.1(b) or (d) is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

19.3 Addresses. Addresses for purposes of giving notice are set forth below:

“Tenant”: **COUNTY OF SONOMA**
General Services Department
Facilities Development & Management
Attention: Real Estate Manager
2300 County Center Drive, Suite A220
Santa Rosa, California 95403
Fax No. 707-565-3476

With a copy to: **COUNTY OF SONOMA**
Department of Health Services
Attention: Barbie Robinson, Director
3313 Chanate Road
Santa Rosa, California 95404
Fax No. (707) 565-7849

“Landlord”: **SR OFFICE PROPERTIES DE, LLC, and REDBIRD SR OFFICE PROPERTIES DE, LLC**
In care of **BASIN STREET PROPERTIES**
Attention: Scott Stranzl, Vice President, Leasing
300 E. Second Street, Suite 1300
Reno, Nevada 89501
Fax No. (775) 954-2917

With a copy to: in care of **BASIN STREET PROPERTIES**
Attention: Stephanie Burlingame, Vice President, Operations
and Property Management
119 C Street
Petaluma, California 94952
Fax No. (707) 795-6283.

ARTICLE 20

DEFAULTS; REMEDIES

20.1 Landlord's Default. Landlord shall be in default of this Lease if Landlord fails or refuses to perform any provisions of this Lease that Landlord is obligated to perform if the failure to perform is not cured within thirty (30) days after notice of default has been given by Tenant to Landlord and to the holder of any first mortgage, deed of trust or ground lease covering the Premises whose name and address shall have been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligations, or such shorter period if specified in this Lease. If the default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default of this Lease if Landlord or the holder of any such mortgage, deed of trust or ground lease commences to cure the default within the thirty (30) day period and diligently and in good faith prosecutes such cure to completion.

20.2 Tenant's Remedies on Landlord's Default. In the event either party disputes that Landlord is in default, either party shall have the right to initiate an arbitration proceeding in accordance with Article 24 except that the arbitrator shall be appointed by the presiding judge of the Sonoma County Superior Court and once appointed each side shall have five (5) business days to submit written statements and supporting documents to the arbitrator. Should the arbitrator find Landlord in default and if Landlord fails to cure the default and compensate Tenant, as determined by the arbitrator, within thirty (30) days of the arbitrator's decision, Tenant shall have the right, if the arbitrator determines Landlord has defaulted on its maintenance obligations under Section 5.1, to perform the specific maintenance obligations identified by the arbitrator on Landlord's behalf and to thereafter deduct the reasonable cost therefor from Rent as it becomes due.

Except as provided in the foregoing sentence: (i) Tenant shall not have the right to make any repairs, replacements or modifications to the Premises or the Building at Landlord's expense; and (ii) Tenant expressly waives the benefits of any statute, including Civil Code Sections 1941 and 1942, which would afford Tenant the right to make repairs or perform any maintenance at Landlord's expense.

20.3 Tenant's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) A failure by Tenant to pay Rent within fifteen (15) days after written notice that such payment is due.

(b) The vacating or abandonment of the Premises by Tenant for sixty (60) consecutive days.

(c) Tenant's failure to comply with the provisions contained in Section 14 (Subordination) and Section 21 (Estoppel Certificates/Financial Statements) within the time periods prescribed by such Sections, if such failure continues for forty-five (45) days after written notice to Tenant by Landlord that Tenant is not in compliance with such Sections 14 and 21 hereof.

(d) The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, excluding the matters described in (a), (b) and (c) above, where such failure shall continue for a period of thirty (30) days after written notice is given by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. Any notice required to be given by Landlord under this Lease shall be in lieu of, and not in addition to, any notice required under Section 1161 of the California Civil Code of Procedure.

20.4 Landlord's Remedies on Tenant's Default. In the event of any default or breach by Tenant, Landlord may at any time thereafter:

(a) Continue Lease. Pursue the remedy described in California Civil Code Section 1951.4 whereby Landlord may continue this Lease in full force and effect after Tenant's breach and recover the Rent and any other monetary charges as they become due, without terminating Tenant's right to sublet or assign this Lease, subject only to reasonable limitations as herein provided. During the period Tenant is in default, Landlord shall have the right to do all acts necessary to preserve and maintain the Premises as Landlord deems reasonable and necessary, and Landlord can enter the Premises.

(b) Perform. Pay or perform such obligation due (but shall not be obligated to do so), if Tenant fails to pay or perform any obligations when due under this Lease; within the time permitted for their payment or performance. In such case, the costs incurred by Landlord in connection with the performance of any such obligation will be additional rent due under this Lease and will become due and payable on demand by Landlord.

(c) Terminate. Landlord may terminate the tenancy. Landlord may Terminate Tenant's rights to possession by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including, without limitation, the following: (A) the worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus (B) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that is proved could have been reasonably avoided; plus (C) the worth, at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds

the amount of such Rent loss that is proved could be reasonably avoided; plus (D) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease; plus (E) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. In addition, Landlord shall be entitled to recover from Tenant the unamortized portion of any tenant improvement allowance, free rent or other allowance provided by Landlord to Tenant and any brokerage commission or finder's fee paid or incurred by Landlord in connection with this Lease (amortized with interest at the Interest Rate on a straight line-basis over the original term of this Lease). Upon any such termination of Tenant's possessory interest in and to the Premises, Tenant (and at Landlord's sole election, Tenant's sublessees) shall no longer have any interest in the Premises, and Landlord shall have the right to make any reasonable repairs, alterations or modifications to the Premises which Landlord in its sole discretion deems reasonable and necessary. The worth, at the time of the award of the amounts referred to in subparagraphs (A) and (B) above is computed by allowing interest at the maximum rate an individual is permitted by law to charge. The worth at the time of award of the amount referred to in subparagraph (C) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(d) With respect to a default under the matters described in (a), (b) and (c) above, Landlord shall not have the right to exercise the remedy available under Civil Code Section 1951.4.

(e) Additional Remedies. Pursue any other legal or equitable remedy available to Landlord. Unpaid installments of Rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the rate of ten percent (10%) per annum.

ARTICLE 21

ESTOPPEL CERTIFICATES/FINANCIAL STATEMENTS

21.1 Obligation to Execute Estoppel Certificates. Tenant shall within thirty (30) days after notice from Landlord, execute, acknowledge and deliver to Landlord a statement certifying: (i) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), (ii) the amount of the Rent and the security deposit, (iii) the date to which the Rent has been paid, (iv) acknowledging that there are not, to the best of Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults, if any are claimed, and (v) such other matters as may reasonably be requested by Landlord. Any such statement may be conclusively relied upon by Landlord and any prospective purchaser or encumbrancer of the Building.

21.2 Failure to Deliver. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant that: (i) this Lease is in full force and effect, without modification, (ii) there are no uncured defaults in Landlord's performance, and (iii) not more than one (1) month's Rent has been paid in advance.

21.3 Financial Statements. If Landlord desires to sell all or any portion of its interest in the Building or the Project or to finance or refinance the Building or the Project, Tenant agrees to deliver to Landlord and any lender or prospective purchaser designated by Landlord such financial statements of Tenant as may be reasonably required by Landlord or such lender or prospective purchaser. All such financial statements shall be received by Landlord in confidence and shall be used for the purposes herein set forth. In addition, within thirty (30) days after Landlord's written request, Tenant shall deliver to Landlord Tenant's most current annual financial statements audited by Tenant's certified public accountant. If audited financial statements are not available, Tenant shall deliver to Landlord Tenant's financial statements certified to be true and correct by Tenant's chief financial officer. Tenant's annual financial statements shall not be dated more than eighteen (18) months prior to the date of Landlord's request.

ARTICLE 22

SIGNAGE

Upon the commencement of the Lease, Landlord shall provide: (a) Building standard lobby directory signage reasonably acceptable to Tenant (in conformance with all Laws and Orders (as defined in Article 12)) identifying the Department of Health Services as the principal occupant of the Premises; and (b) Building standard Premises main entry door signage. The cost of the signage described above shall be Landlord's responsibility.

ARTICLE 23

BROKERAGE

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

ARTICLE 24

DISPUTE RESOLUTION

24.1 Arbitration of Disputes. Any dispute that is required by the express terms of this Lease to be resolved by arbitration shall be resolved by neutral binding arbitration before a panel of three (3) arbitrators unless otherwise agreed, to be held in accordance with the commercial/real estate arbitration rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction over the dispute.

24.1.1 Qualifications of Arbitrators. The arbitrators shall be retired trial court judges that are familiar with handling commercial lease matters and selected in accordance with the American Arbitration Association rules.

24.1.2 Venue. Hearings shall be held in Santa Rosa, California, or another venue determined by mutual agreement of the parties.

24.1.3 Demand and Limitation on Claims. Any demand for arbitration must be made in writing to the other party and to the American Arbitration Association. No demand for arbitration may be made after the date on which the institution of legal proceedings based on the claim, dispute, or other matter is barred by the applicable statute of limitations.

24.1.4 Provisional Remedies. The parties shall each have the right to file with a court of competent jurisdiction an application for temporary or preliminary injunctive relief, writ of attachment, writ of possession, temporary protective order, or appointment of a receiver if the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief or if there is no other adequate remedy. This application shall not waive a party's arbitration rights under this Lease.

24.1.5 Powers and Duties of Arbitrators. The arbitrators shall have the power to grant legal and equitable remedies, and award damages, that may be granted or awarded by a judge of the

Superior Court of the State of California. The arbitrators shall prepare and provide to the parties a written decision on all matters subject to the arbitration, including factual findings and the reasons that form the basis of the arbitrators' decision. The award of the arbitrators shall be mailed to the parties no later than thirty (30) days after the close of the arbitration hearing. The arbitration proceedings shall be reported by a certified shorthand court reporter. Written transcripts of the proceedings shall be prepared and made available to the parties.

24.1.6 Discovery. The parties shall have the right to discovery in accordance with Code of Civil Procedure Sections 1283.05 and 1283.1 as long as the arbitrators' permission shall not be required to take a discovery deposition and neither party may take more than three depositions nor more than one set of interrogatories or requests for admissions without the approval of the other party or the arbitrators. All discovery disputes shall be resolved by the arbitrators.

24.1.7 Application of California Evidence Code. The provisions of the California Evidence Code shall apply to the arbitration hearing.

24.1.8 Costs and Fees of Arbitrators. Costs and fees of the arbitrators shall be borne by the non-prevailing party unless the arbitrators for good cause determine otherwise.

24.1.9 Attorney Fees. The prevailing party shall be awarded reasonable attorney fees, expert and non-expert witness expenses, and other costs and expenses incurred in connection with the arbitration, in accordance with Article 24.

ARTICLE 25

ATTORNEY FEES AND COSTS

If either party undertakes litigation or arbitration against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney fees, arbitration costs, and court costs incurred. The prevailing party shall be determined under Civil Code Section 1717(b)(1) or any successor statute.

ARTICLE 26

MISCELLANEOUS

26.1 Word Usage. Unless the context clearly requires otherwise: (a) the plural and singular numbers shall each be considered to include the other; (b) the masculine, feminine, and neuter genders shall each be considered to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.

26.2 Counting Days. Days shall be counted by excluding the first day and including the last day. If the last day is a Saturday, Sunday, or a legal holiday as described in Government Code Sections 6700-6701, it shall be excluded. Any act required by this Lease to be performed by a certain day shall be timely performed if completed before 5 p.m. local time on that date. If the day for performance of any obligation under this Lease is a Saturday, Sunday, or a legal holiday, the time for performance of that obligation shall be extended to 5 p.m. local time on the first following date that is not a Saturday, Sunday, or a legal holiday.

26.3 Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

26.4 Force Majeure-Specific Exceptions. Unless otherwise specified, the time for performance of an obligation other than the payment of money under this Lease shall be extended for the period during which a party is prevented from performing by acts of God, government, or other force or event beyond the reasonable control of that party.

26.5 Binding on Successors. This Lease and all of the covenants, agreements, conditions and undertakings contained herein, shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

26.6 Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect or be deemed to affect the meaning of any provisions hereof.

26.7 Entire Agreement. This Lease, including all exhibits, contains all of the terms, covenants, conditions and agreements between Landlord and Tenant relating in any manner to the rental, use and occupancy of the Premises. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the terms, covenants, conditions and provisions of this Lease cannot be altered, changed, modified or added to, except in writing and signed by Landlord and Tenant. All references herein, directly or indirectly, to the term of this Lease shall also be deemed to include any extensions or renewals thereof provided Tenant herein, unless expressly provided to the contrary.

26.8 Governing Law. This Lease shall be governed exclusively by its express provisions and by the laws of the State of California, and any action to enforce the terms of the Lease or breach thereof shall be brought in Santa Rosa, California.

26.9 No Joint Venture. Nothing herein contained shall be deemed in any way or have any purpose whatsoever to constitute Landlord or Tenant a partner of the other in its business or otherwise, or a joint venturer or a member of a joint enterprise with the other.

26.10 Invalidity. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

26.11 Construction of Lease. This Lease shall be strictly construed neither against Landlord nor Tenant, but shall be construed according to the fair meaning of its terms. No remedy or election given by any provision in this Lease shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies in law or equity as otherwise specifically provided. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the words "he", "his" or "him" if used with reference to Landlord shall be deemed to include the neuter or feminine gender of such pronoun. "Landlord" whenever used includes all grantors of the term, who shall be held bound jointly and severally hereby.

26.12 Signatures. This Lease may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby agree and acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Lease had been delivered.

[SIGNATURE PAGE FOLLOWS]

#

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

“LANDLORD”: **SR OFFICE PROPERTIES DE, LLC**, a Delaware limited liability company

By: G&W Ventures, LLC, a California limited liability company, its Managing

By: _____
Matthew T. White, Manager

REDBIRD SR OFFICE PROPERTIES DE, LLC, a Delaware limited liability company

By: Redbird Investment Group, LLC: Santa Rosa Office Series, a Delaware Series limited liability company, its Sole Member

By: Redbird Investment Group, LLC, a Delaware series limited liability company, its Sole Member

By: _____
Bruce J. Cardinal, Trustee of The Bruce J. Cardinal Living Trust Agreement dated December 15, 1997, its Managing Member

“TENANT”: **COUNTY OF SONOMA**, a political subdivision of the State of California

By: _____
Caroline Judy, Director
General Services Department

The General Services Director is authorized to sign this Lease pursuant to Board of Supervisors' Summary Action dated _____, 2017.

APPROVED AS TO FORM FOR TENANT:

Elizabeth Coleman With
Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

Barbie Robinson, Interim Director
Department of Health Services

Marc McDonald, Real Estate Manager
General Services Department

Certificate of Insurance on file with Department:
Reviewed by: _____ Date: _____, 2017.

Exhibit A

[Premises]

Exhibit B

[Site Plan]

Exhibit C

Rules and Regulations

It is agreed that the following rules and regulations (these "Rules and Regulations") shall be and are hereby made a part of this Lease, and Tenant agrees that Tenant's employees and agents, or any others permitted by Tenant to occupy or enter the Premises, will at all times abide by these Rules and Regulations, unless otherwise specified or provided for in the Lease, to wit:

1. The driveways, entrances and exits to the Project, sidewalks, passages, building entries, lobbies, corridors, stairways, and elevators of the Building shall not be obstructed by Tenant, or Tenant's agents or employees, or used for any purpose other than ingress and egress to and from the Premises. Tenant or Tenant's agents or employees shall not loiter on the lawn areas or other common areas of the Project.

(a) Furniture, freight equipment and supplies will be moved in or out of the Building only through the rear service entrances or other entrances designated by Landlord and then only during such hours and in such manner as may be reasonably prescribed by Landlord. Tenant shall cause its movers to use only the loading facilities and entrances designated by Landlord. In the event Tenant's movers damage any part of the Building or Project, Tenant shall pay to Landlord the amount required to repair said damage upon Landlord's written request.

(b) No safe or article, the weight of which may in the opinion of Landlord constitute a hazard to or damage to the Building or the Building's equipment, shall be moved into the Premises without Landlord's prior written approval, but such consent or approval shall not be unreasonably withheld, conditioned or delayed. Landlord and Tenant shall mutually agree to the location of such articles in the Premises. All damage done to the Project, Building or Premises by putting in, taking out or maintaining extra heavy equipment shall be repaired at the expense of Tenant.

(c) Landlord reserves the right to close and keep locked any and all entrances and exits of the Building and Project and gates or doors closing the parking areas thereof during such hours as Landlord may deem advisable for the adequate protection of the Project and all tenants therein; provided, however, that Landlord shall first provide Tenant with keys to any such locked entrances, exits gates or doors.

2. Except as otherwise provided for in the Lease, no sign, advertisement or notice shall be inscribed, painted or affixed on any part of the inside or outside of the Building unless of such color, size and style and in such place upon or in the Building as shall be first approved in writing by Landlord. No furniture or other materials shall be placed in front of the Building or in any lobby or corridor without the prior written consent of Landlord. Landlord shall have the right to remove all non-permitted signs and furniture without notice to Tenant.

3. Tenant shall not employ any person or persons other than the janitor or cleaning contractor of Landlord for the purpose of cleaning or taking care of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord and Tenant hereby acknowledge that Tenant shall provide for waste removal and bonded cleaning/janitorial service for the Premises pursuant to Section 6.4 of the Lease. Notwithstanding the foregoing, Landlord's janitor of the Building of which the Premises are a part, may at all times keep a pass key, and other agents of Landlord may be allowed admittance to the Premises in accordance with the provisions set forth in the Lease.

4. Water closets and other water fixtures shall not be used for any purpose other than that for which the same are intended, and any damage resulting to the same from misuse on the part of Tenant or Tenant's agents or employees, shall be paid for by Tenant. No person shall waste water by tying back or wedging the faucets or in any other manner.

5. No animals except disability assistance animals necessary to the functioning of persons with disabilities shall be allowed on the lawns or sidewalks or in the offices, halls, and corridors of the Building.

6. No persons shall disturb the occupants of this or adjoining buildings or premises by the use of any radio, sound equipment or musical instrument or by the making of loud or improper noises, nor interfere in any way with the other tenants or those having business with them.

7. Except as provided under Section 8 of the Lease, bicycles or other vehicles, other than wheel chairs, shall not be permitted in the offices, halls, corridors and lobbies in the Building nor shall any obstruction of sidewalks or entrances of the Building by such be permitted.

8. Tenant shall not allow anything to be placed on the outside of the Building, nor shall anything be thrown by Tenant or Tenant's agents or employees, out of the windows or doors, or down the corridors, ventilation ducts or shafts of the Building. Tenant, except in case of fire or other emergency, shall not open any outside window.

9. No awnings shall be placed over any window or entrance, without Landlord's prior written approval, which shall not be unreasonably withheld.

10. All garbage, including wet garbage, refuse or trash shall be placed by Tenant in suitable receptacles located in the Premises or in the receptacles designated by Landlord for that purpose. Tenant shall not burn any trash or garbage at any time in or about the leased Premises or any area of the Project. Tenant and Tenant's officers, agents, and employees shall not throw cigar or cigarette butts or other substances or litter of any kind in or about the Project.

11. Tenant shall not install or operate any steam or gas engine or boiler, or other machinery or carry on any mechanical business, other than such mechanical business that normally is identified with general use in the Premises. Explosives or other articles of an extra hazardous nature shall not be brought into the Building complex.

12. Any painting or decorating as may be agreed to be done by and at the expense of Landlord shall be done during regular weekday working hours. Should Tenant desire such work on Saturdays, Sundays, holidays or outside of regular working hours, Tenant shall pay for the extra cost thereof, if any.

13. Tenant shall not mark, drive nails, screw, bore, or drill into, paint or in any way deface the common area walls, exterior walls, roof, foundations, bearing walls, or pillars without the prior written consent of Landlord. The expense of repairing any breakage, stoppage or damage resulting from a violation of this rule shall be borne by Tenant.

14. No waiver of any rule or regulation by Landlord shall be effective unless expressed in writing and signed by Landlord or his authorized agent.

15. Tenant shall be responsible for cleaning up any trash blowing around the Premises that may have been left by their customers or employees.

16. In the event of any conflict between these Rules and Regulations or any further or modified rules and regulations from time to time issued by Landlord and provided in writing to Tenant, and the Lease provisions, the Lease provisions shall govern and control.

17. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable rules and regulations as in Landlord's reasonable judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, and for the preservation of good order therein, as well as for the convenience of other tenants of the Project; provided, however, that Landlord first notifies Tenant of any such changed, rescinded or further Rules and Regulations. Landlord shall not be responsible to Tenant or to any other person for

the nonobservance or violation of these Rules and Regulations by any other tenant or person. Tenant shall be deemed to have read these rules and Regulations and to have agreed to abide by them as a condition to its occupancy of the space herein leased, and Tenant shall abide by any additional Rules and Regulations that are ordered or requested by Landlord or by any governmental authority; provided, however, that Landlord first notifies Tenant of any such additional Rules and Regulations.

Exhibit D

[Leasehold Improvement Agreement]

Exhibit E

[Acknowledgement of Commencement Date]

LANDLORD and TENANT hereby acknowledge that the Commencement Date of that certain Lease dated _____, 2017, for premises located at **2245 Challenger Way, Santa Rosa, California**, occurred on _____, 2017.

ACKNOWLEDGED BY LANDLORD:

SR OFFICE PROPERTIES DE, LLC, a Delaware limited liability company,

By: G&W Ventures, LLC, a California limited liability company, its Manager

By: _____
Matthew T. White, Manager

REDBIRD SR OFFICE PROPERTIES DE, LLC, a Delaware limited liability company

By: Redbird Investment Group, LLC: Santa Rosa Office Series, a Delaware Series limited liability company, its Sole Member

By: _____
Bruce J. Cardinal, Trustee of The Bruce J. Cardinal Living Trust Agreement dated December 15, 1997, its Managing Member

ACKNOWLEDGED BY TENANT:

COUNTY OF SONOMA, a political subdivision of the State of California

By: _____
Marc McDonald
Real Estate Manager

Exhibit F

Section I: Insurance Required to be Maintained by Landlord

At all times during the term of this Lease, Landlord shall purchase and maintain, at its own expense, but subject to Section 4.5.2 of the Lease, insurance as described below, unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

Tenant 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 Lease or failure to identify any insurance deficiency shall not relieve Landlord from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during this Lease.

1. Workers Compensation and Employers Liability Insurance

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

If Landlord currently has no employees, Landlord agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Lease 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 Form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Landlord maintains higher limits than the specified minimum limits, Tenant requires and shall be entitled to coverage for the higher limits maintained by Landlord.
- 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 Tenant. Landlord is responsible for any deductible or self-insured retention and shall fund it upon Tenant's written request, regardless of whether Landlord has a claim against the insurance or is named as a party in any action involving the Tenant.
- d. **County of Sonoma, its Officers, Agents and Employees** shall be additional insureds for liability arising out of premises owned by or rented to Landlord, (Insurance Services Office endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall cover inter-insured suits between Landlord and Tenant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- g. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Tenant.
- 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. Property Insurance for Building

- a. The insurance shall cover the Building (excluding land) and all improvements (except property required to be insured by Tenant pursuant to Section II(4)(a) below) and structures on the land.
- b. Insured perils shall be "special form" or "all risks".
- c. The minimum amount of insurance shall be the full current replacement cost of the building and all improvements and structures on the land, including the cost of debris removal. This amount shall be re-determined annually by Landlord, subject to approval by Tenant.
- d. The insurance shall apply on a replacement cost basis, without deduction for depreciation.
- e. If the policy has a deductible, Landlord shall be responsible for the full amount of the deductible without contribution from Tenant.
- f. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Tenant.
- g. Required Evidence of Insurance:
 - i. Certificate of Property Insurance or Evidence of Commercial Property Insurance.

4. Rental Value Insurance

- a. The insurance shall cover loss of rents resulting from an insured cause of loss under a "special form" or "all risks" policy.
- b. The period of insurance shall be for a minimum of 24 months.
- c. The limit shall be one hundred fifty percent (150%) of the annual rents payable by all tenants occupying the building.
- d. Required Evidence of Insurance: Certificate of Property Insurance or Evidence of Commercial Property Insurance

5. Reserved

6. Standards for Insurance Companies

Insurers shall have an A.M. Best's rating of at least A:VII.

7. Documentation

- a. The Certificate of Insurance must include the following reference: **County of Sonoma leased premises located at 2245 Challenger Way, Santa Rosa, California.**
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Landlord agrees to maintain current Evidence of Insurance on file with Tenant for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, its Officers, Agents and Employees, in care of the General Services Department, Attention: Real Estate Manager, 2300 County Center Drive, Suite A220, Santa Rosa, California 95403.**
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Landlord shall provide immediate written notice if: (1) any of the required insurance policies is terminated; or (2) the limits of any of the required policies are reduced.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. Policy Obligations

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

9. Material Breach

If Landlord fails to maintain insurance which is required pursuant to this Lease, it shall be deemed a material breach of this Lease. Tenant may give notice to Landlord to reinstate or acquire the affected

insurance. Should Landlord fail to reinstate or acquire the affected insurance within ten (10) days of Tenant's notice to reinstate or acquire such insurance, Tenant may either terminate this Lease, reinstate or acquire the affected insurance, and Landlord shall reimburse Tenant for the necessary cost at Tenant's option.

Section II: Insurance Required to be Maintained by Tenant

At all times during the term of this Lease, Tenant shall purchase and maintain, at its own expense, insurance or self-insurance as described below.

1. General Liability Insurance

- a. Commercial general liability insurance (occurrence form) having a combined single limit of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate per location, if Tenant has multiple locations, providing coverage for, among other things, blanket contractual liability, premises, product/completed operations and personal injury coverage (in a form, with a deductible amount, and with carriers reasonably acceptable to Landlord).
- b. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Landlord.
- c. Required Evidence of Insurance: Certificate of Insurance or Letter of Self-Insurance.

2. Automobile Insurance

- a. Comprehensive automobile liability insurance having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, and insuring Tenant against liability for claims arising out of ownership, maintenance or use of any owned, hired, borrowed or non-owned automobiles.
- b. Required Evidence of Insurance: Certificate of Insurance or Letter of Self-Insurance.

3. Workers Compensation Insurance

- a. Workers' compensation insurance having limits not less than those required by state statute and federal statute, if applicable, and covering all persons employed by Tenant in the conduct of its operations on the Premises (including the all states endorsement and, if applicable, the volunteers endorsement), together with employer's liability insurance coverage in the amount of at least Two Million Dollars (\$2,000,000).
- b. Required Evidence of Insurance: Certificate of Insurance or Letter of Self-Insurance.

4. Property Insurance

- a. "Special Form" property insurance (or its equivalent if "Special Form" property insurance is not available), including vandalism and malicious mischief, boiler and machinery comprehensive form, if applicable, and endorsement for earthquake sprinkler damage, each covering damage to or loss of (i) all office furniture, trade fixtures, office equipment, free-standing cabinet work, movable partitions, merchandise and all other items of Tenant's property in the Premises installed by, for, or at the expense of Tenant, including electronic data processing equipment, and (ii) any leasehold improvements in the Premises, whenever and by whomever installed or paid for, including any Leasehold Improvements installed pursuant to the Leasehold Improvement Agreement and any Alteration (defined in Section 7.1), whether pursuant to this Lease or pursuant to any prior lease or other agreement to which Tenant was a party (the "Tenant-Insured Improvements"). Electronic data Processing Equipment, media and extra expense shall be covered for perils insured against in the so-called "Electronic Data Processing Equipment Form". If the property of Tenant's invitees is to be kept in the Premises, warehouse's legal liability or bailee customers insurance for the full replacement cost of such property.
- b. The foregoing insurance shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by Landlord with respect to the Tenant-Insured Improvements.
- c. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Landlord.
- d. Required Evidence of Insurance: Certificate of Insurance or Letter of Self-Insurance.

5. General

Tenant's commercial general liability insurance policy shall be endorsed to provide that (i) it may not be canceled or altered in such a manner as to adversely affect the coverage afforded thereby without thirty (30) days' prior written notice to Landlord, (ii) Landlord is designated as an additional insured, and (iii) such insurance is primary with respect to Landlord and that any other insurance maintained by Landlord is excess and noncontributing with such insurance. If, in the opinion of Landlord's lender or in the commercially reasonable opinion of Landlord's insurance adviser, the specified amounts of coverage are no longer adequate, such coverage shall, within thirty (30) days' written notice to Tenant, be appropriately adjusted. Prior to the commencement of the Term, Tenant shall deliver to Landlord a certificate thereof to Landlord for retention by it with endorsements. If Tenant fails to obtain such insurance or to furnish Landlord any such duplicate policy or certificate as herein required, Landlord may, at its election, without notice to Tenant and without any obligation to do so, procure and maintain such coverage and Tenant shall reimburse Landlord on demand as additional rent for any premium so paid by Landlord.

6. Documentation

- a.** All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Tenant agrees to maintain current Evidence of Insurance on file with Landlord at all times during the term of this Lease.
- b.** 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 insurance or self-insurance.

Exhibit G

TENANT ESTOPPEL CERTIFICATE

Date: _____, 20____.

Attention: _____
and

Attention: _____

RE: Lease dated _____ (“Lease”) between _____, a _____
 (“Tenant”) and _____, a _____ (“Landlord”);
 Leased Premises: _____, comprised of _____ rentable square
 feet (“Leased Premises”)

Ladies and Gentlemen:

The undersigned, as Tenant under the above-referenced Lease, hereby represents, warrants and certifies to _____, a _____ (“Buyer”) the truth and accuracy of the foregoing descriptions and the following statements:

1. Attached hereto as Schedule 1 is a complete, true and correct copy of the Lease and, except as identified to Buyer in writing and attached hereto together with the Lease, there are no modifications, amendments, supplements or understandings, oral or written, amending, supplementing or changing the terms of the Lease.

2. Tenant has accepted and is in possession of the Leased Premises, and the Lease is in full force and effect, having been duly executed and delivered by Tenant. The Premises consists of approximately _____ rentable square feet.

3. The term of the Lease commenced on _____ and, including any presently exercised option or renewal term, will terminate on _____.

4. Current base monthly rent under the Lease is \$_____, which has been paid through and including _____. Tenant is currently making estimated payments of additional rent in the amount of \$_____. There is no prepaid rent, except \$_____. Tenant has no right to any future rent abatement under the Lease.

5. To Tenant’s actual knowledge, there is no default under the Lease on the part of Landlord or any existing conditions which upon giving notice or lapse of time or both would constitute a default under the Lease on the part of Landlord, and Landlord has satisfactorily complied with all requirements to the commencement of the term of the Lease.

6. Tenant has no claim against Landlord for any security, rental, cleaning or other deposits, except for a security deposit under the Lease in the amount of \$_____. [If none, state "none".]

7. There is no outstanding tenant improvement allowance or any other payments from the Landlord due under the Lease. [The amount of the tenant improvement allowance outstanding under the Lease is \$_____.]

8. Tenant has not entered into any sublease, assignment or other agreement transferring any of its interest in the Lease or the Leased Premises, except _____. [If none, state "none".]

9. Except as set forth in the Lease, Tenant has no options to extend the term of the Lease, no right of first offer or right of first refusal to lease or occupy any other space within the Leased Premises, no right to renew or extend the Lease and no right or option to purchase the Leased Premises and/or the property related thereto.

This Tenant Estoppel Certificate is made to Buyer in connection with the prospective purchase by Buyer of the property containing the Leased Premises. This Tenant Estoppel Certificate may be relied on by _____ and Buyer's successors and assigns in connection with such purchase.

Very truly yours,

"Tenant"

a _____

By: _____

Name: _____

Title: _____

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Wells Fargo Bank, National Association
SAN FRANCISCO COMMERCIAL REAL ESTATE GROUP (AU#02034)
420 Montgomery Street, 6th Floor
San Francisco, California 94104

Attention: Colleen King
Loan No.
(PROPERTY NAME)

(Space Above For Recorder's Use)

**SUBORDINATION AGREEMENT, ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL,
ATTORNMEN T AND NON-DISTURBANCE AGREEMENT
(Lease to Security Instrument)**

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT, ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL, ATTORNMEN T AND NON-DISTURBANCE AGREEMENT ("**Agreement**") is made _____, 20__ by and between REDBIRD SR OFFICE PROPERTIES DE, LLC, a California limited liability company and SR OFFICE PROPERTIES DE, LLC, a California limited liability company, **OWNERS OF THE REAL PROPERTY** **HEREINAFTER DESCRIBED** ("**Mortgagor**"), **TENANT NAME** _____ ("**Tenant**") and Wells Fargo Bank, National Association (collectively with its successors or assigns, "**Lender**").

RECITALS

- A. Pursuant to the terms and provisions of a lease dated _____ ("**Lease**"), Mortgagor granted to Tenant a leasehold estate in and to a portion of the property described on Exhibit A attached hereto and incorporated herein by this reference (which property, together with all improvements now or hereafter located on the property, is defined as the "**Property**").
- B. **[IF LEASE CONTAINS OPTION TO PURCHASE]** Said Lease contains provisions and terms granting Tenant an option to purchase the Property (the "**Option to Purchase**").
- C. Mortgagor has executed that certain DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Deed Of Trust**") securing, among other things, that certain PROMISSORY NOTE SECURED BY DEED OF TRUST dated _____, ("**Original Note**") and as amended and restated by that certain AMENDED AND RESTATED PROMISSORY NOTE SECURED BY DEEDS OF TRUST dated _____ in the principal sum of _____ (\$_____), the Original Note and the Amended & Restated Promissory Note are collectively referred to herein as the ("**Note**"), in favor of Lender ("**Loan**"). The Deed Of Trust was recorded in the Office of the Sonoma County Recorder on _____, as Document Number _____ and as amended by that certain Memorandum Of Assumption, Modification And Joinder Agreement Amending Deed Of Trust dated _____

(“**Amended Deed Of Trust**”) and recorded in the Office of the Sonoma County Recorder on _____, as Document Number _____, the Deed Of Trust and the Amended Deed Of Trust are collectively referred to herein as the (“**Security Instrument**”).

- D. As a condition to Lender making the Loan secured by the Security Instrument, Lender requires that the Security Instrument be unconditionally and at all times remain a lien on the Property, prior and superior to all the rights of Tenant under the Lease [and the Option To Purchase] and that the Tenant specifically and unconditionally subordinate the Lease [and the Option To Purchase] to the lien of the Security Instrument.
- E. Mortgagor and Tenant have agreed to the subordination, attornment and other agreements herein in favor of Lender.

NOW THEREFORE, for valuable consideration and to induce Lender to make the Loan, Mortgagor and Tenant hereby agree for the benefit of Lender as follows:

- 1. **SUBORDINATION.** Mortgagor and Tenant hereby agree that:
 - 1.1 **Prior Lien.** The Security Instrument securing the Note in favor of Lender, and any modifications, renewals or extensions thereof (including, without limitation, any modifications, renewals or extensions with respect to any additional advances made subject to the Security Instrument), shall unconditionally be and at all times remain a lien on the Property prior and superior to the Lease [and the Option To Purchase];
 - 1.2 **Subordination.** Lender would not make the Loan without this agreement to subordinate; and
 - 1.3 **Whole Agreement.** This Agreement shall be the whole agreement and only agreement with regard to the subordination of the Lease [and the Option To Purchase] to the lien of the Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the Security Instrument and the Lease [and the Option To Purchase], any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subordination of the Lease [and the Option To Purchase] to a deed or deeds of trust or to a mortgage or mortgages.

AND FURTHER, Tenant individually declares, agrees and acknowledges for the benefit of Lender, that:

- 1.4 **Use of Proceeds.** Lender, in making disbursements pursuant to the Note, the Security Instrument or any loan agreements with respect to the Property, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat this agreement to subordinate in whole or in part; and
- 1.5 **Waiver, Relinquishment and Subordination.** Tenant intentionally and unconditionally waives, relinquishes and subordinates all of Tenant's right, title and interest in and to the Property to the lien of the Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made by Lender and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

2. **ASSIGNMENT.** Tenant acknowledges and consents to the assignment of the Lease by Mortgagor in favor of Lender.
3. **ESTOPPEL.** Tenant acknowledges and represents that:
 - 3.1 **Entire Agreement.** The Lease constitutes the entire agreement between Mortgagor and Tenant with respect to the Property and Tenant claims no rights with respect to the Property other than as set forth in the Lease;
 - 3.2 **No Prepaid Rent.** No deposits or prepayments of rent have been made in connection with the Lease, except as follows (if none, state "None"): _____;
 - 3.3 **No Default.** To the best of Tenant's knowledge, as of the date hereof: (i) there exists no breach, default, or event or condition which, with the giving of notice or the passage of time or both, would constitute a breach or default under the Lease; and (ii) there are no existing claims, defenses or offsets against rental due or to become due under the Lease;
 - 3.4 **Lease Effective.** The Lease has been duly executed and delivered by Tenant and, subject to the terms and conditions thereof, the Lease is in full force and effect, the obligations of Tenant thereunder are valid and binding and there have been no amendments, modifications or additions to the Lease, written or oral; and
 - 3.5 **No Broker Liens.** Neither Tenant nor Mortgagor has incurred any fee or commission with any real estate broker which would give rise to any lien right under state or local law, except as follows (if none, state "None"): _____.
4. **ADDITIONAL AGREEMENTS.** Tenant covenants and agrees that, during all such times as Lender is the Beneficiary under the Security Instrument:
 - 4.1 **Modification, Termination and Cancellation.** Tenant will not consent to any modification, amendment, termination or cancellation of the Lease (in whole or in part) without Lender's prior written consent and will not make any payment to Mortgagor in consideration of any modification, termination or cancellation of the Lease (in whole or in part) without Lender's prior written consent;
 - 4.2 **Notice of Default.** Tenant will notify Lender in writing concurrently with any notice given to Mortgagor of any default by Mortgagor under the Lease, and Tenant agrees that Lender has the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Tenant will not declare a default of the Lease, as to Lender, if Lender cures such default within fifteen (15) days from and after the expiration of the time period provided in the Lease for the cure thereof by Mortgagor; provided, however, that if such default cannot with diligence be cured by Lender within such fifteen (15) day period, the commencement of action by Lender within such fifteen (15) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence;
 - 4.3 **No Advance Rents.** Tenant will make no payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease; and
 - 4.4 **Assignment of Rents.** Upon receipt by Tenant of written notice from Lender that Lender has elected to terminate the license granted to Mortgagor to collect rents, as provided in the Security Instrument, and directing the payment of rents by Tenant to Lender, Tenant shall comply with such direction to pay and shall not be required to determine whether

Mortgagor is in default under the Loan and/or the Security Instrument.

5. **ATTORNMEN**. In the event of a foreclosure under the Security Instrument, Tenant agrees for the benefit of Lender (including for this purpose any transferee of Lender or any transferee of Mortgagor's title in and to the Property by Lender's exercise of the remedy of sale by foreclosure under the Security Instrument) as follows:
 - 5.1 **Payment of Rent**. Tenant shall pay to Lender all rental payments;
 - 5.2 **Continuation of Performance**. Tenant shall be bound to Lender in accordance with all of the provisions of the Lease for the balance of the term thereof, and Tenant hereby attorns to Lender as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon Lender succeeding to Mortgagor's interest in the Lease and giving written notice thereof to Tenant;
 - 5.3 **No Offset**. Lender shall not be liable for, nor subject to, any offsets or defenses which Tenant may have by reason of any act or omission of Mortgagor under the Lease, nor for the return of any sums which Tenant may have paid to Mortgagor under the Lease as and for security deposits, advance rental payments or otherwise, except to the extent that such sums are actually delivered by Mortgagor to Lender; and
 - 5.4 **Subsequent Transfer**. If Lender, by succeeding to the interest of Mortgagor under the Lease, should become obligated to perform the covenants of Mortgagor thereunder, then, upon any further transfer of Mortgagor's interest by Lender, all of such obligations shall terminate as to Lender.
6. **NON-DISTURBANCE**. In the event of a foreclosure under the Security Instrument, Lender agrees for itself and its successors and assigns that the leasehold interest of Tenant under the Lease shall not be extinguished or terminated by reason of such foreclosure, but rather the Lease shall continue in full force and effect and Lender shall recognize and accept Tenant as tenant under the Lease subject to the terms and provisions of the Lease except as modified by this Agreement; provided, however, that Tenant and Lender agree that the following provisions of the Lease (if any) shall not be binding on Lender: any option to purchase with respect to the Property; any right of first refusal with respect to the Property; any provision regarding the use of insurance proceeds or condemnation proceeds with respect to the Property which is inconsistent with the terms of the Security Instrument.
7. **MISCELLANEOUS**.
 - 7.1 **Remedies Cumulative**. All rights of Lender herein to collect rental payments on behalf of Mortgagor under the Lease are cumulative and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Lender and Mortgagor or others.
 - 7.2 **Notices**. All notices, demands, or other communications under this Agreement and the other Loan Documents shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other parties to this Agreement). All notices, demands or other communications shall be considered as properly given if delivered personally or sent by first class United States Postal Service mail, postage prepaid, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid, except that notice of Default may be sent by certified mail, return receipt requested, charges prepaid. Notices so sent shall be effective three (3) days after mailing, if mailed by first class mail, and otherwise upon delivery or refusal; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal

to accept delivery shall be deemed receipt of such communication. For purposes of notice, the address of the parties shall be:

Mortgagor:	SR OFFICE PROPERTIES DE, LLC, and REDBIRD SR OFFICE PROPERTIES DE, LLC In care of Basin Street Properties 300 E. Second Street, Suite 1300 Reno, Nevada 89501 Attention: Matthew T. White
Tenant:	COUNTY OF SONOMA General Services Department In care of Facilities Development & Management 2300 County Center Drive, Suite A220 Santa Rosa, California 95403 Attention: Real Estate Manager
Lender:	Wells Fargo Bank, National Association San Francisco Real Estate Banking Group (AU #0002034) 420 Montgomery Street, 6 th Floor San Francisco, California 94104 Attention: Peter Angel Loan #:1008340
With a copy to:	Wells Fargo Bank, National Association Minneapolis Loan Center 608 Second Avenue South, 11 th Floor Minneapolis, Minnesota 55402 Attention: Andrew J. Douglas

Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.

- 7.3 **Heirs, Successors and Assigns.** Except as otherwise expressly provided under the terms and conditions herein, the terms of this Agreement shall bind and inure to the benefit of the heirs, executors, administrators, nominees, successors and assigns of the parties hereto.
- 7.4 **Headings.** All article, section or other headings appearing in this Agreement are for convenience of reference only and shall be disregarded in construing this Agreement.
- 7.5 **Counterparts.** To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

7.6 **Exhibits, Schedules and Riders.** All exhibits, schedules, riders and other items attached hereto are incorporated into this Agreement by such attachment for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

"MORTGAGOR"

SR OFFICE PROPERTIES DE, LLC,
a Delaware limited liability company

By: G & W Ventures, LLC, a California limited liability company, its Manager

By: _____
Matthew T. White, Manager

REDBIRD SR OFFICE PROPERTIES DE, LLC,
a Delaware limited liability company

By: Redbird Investment Group, LLC: Santa Rosa Office Series, a Delaware Series limited liability company, its Sole Member

By: _____
Bruce J. Cardinal, Trustee of The Bruce J. Cardinal Living Trust Agreement dated December 15, 1997, its Managing Member

"TENANT"

COUNTY OF SONOMA, a political subdivision of the State of California

By: _____
Name: _____
Title: _____

"LENDER"

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Peter M. Angel
Vice President

**IF DOCUMENT TO BE RECORDED, ALL SIGNATURES MUST BE
ACKNOWLEDGED**

EXHIBIT A - DESCRIPTION OF PROPERTY

All that certain real property located in the City of Santa Rosa, County of Sonoma, State of California, described as follows:

**[IF LEASE GUARANTY]
LEASE GUARANTOR'S CONSENT**

The undersigned ("**Lease Guarantor**") consents to the foregoing Subordination Agreement; Acknowledgment of Lease Assignment, Estoppel, Attornment and Non-Disturbance Agreement and the transactions contemplated thereby and reaffirms its obligations under the lease guaranty ("**Lease Guaranty**") dated _____. Lease Guarantor further reaffirms that its obligations under the Lease Guaranty are separate and distinct from Tenant's obligations.

AGREED:

Dated as of: _____

"LEASE GUARANTOR"

[SIGNATURE BLOCK FOR LEASE GUARANTOR]

IF DOCUMENT TO BE RECORDED, ALL SIGNATURES MUST BE ACKNOWLEDGED

Exhibit H

[Phase I Environmental Site Assessment]

Exhibit I

[Form of Memorandum of Lease]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Above Space for Recorder's Use Only

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "**Memorandum**") dated as of _____, 20__, by and between SR OFFICE PROPERTIES DE, LLC, a Delaware limited liability company, and REDBIRD SR OFFICE PROPERTIES DE, LLC, a Delaware limited liability company (hereinafter called "**Landlord**"), and the COUNTY OF SONOMA, a political subdivision of the State of California ("**County**").

1. **Lease Terms and Premises.** Landlord and County have entered into a Lease dated _____, 20__ (the "**Lease**") whereby Landlord leases to County, and County leases from Landlord, that certain building located at **2245 Challenger Way**, situated in that certain building campus commonly known as The Lakes (the "**Lakes Site**"), located in the city of Santa Rosa, County of Sonoma, for purposes of locating and operating a psychiatric care facility and ancillary medical uses in support of the psychiatric care facility (the Psychiatric Care Facility) therein. The premises that are leased to the County pursuant to the Lease are more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**Premises**"). The provisions of the Lease are incorporated herein.

2. **Term.** The term of the Lease is for fifteen (15) years and commenced on _____. Tenant has the right to exercise two (2) options to extend the term by a period of five (5) years per extension.

3. **Use Restrictions.** The Lease provides that the Premises can only be used for the purpose of operating the Psychiatric Care Facility during the term of the Lease; such use restriction does not apply, however, to the balance of the Lakes Site.

4. **Defined Terms.** All capitalized terms used in this Memorandum but not expressly defined in this Memorandum shall have the meanings ascribed to them in the Lease.

5. **Purpose of Memorandum of Lease.** This Memorandum is prepared solely for purposes of recordation, and in no way modifies the provisions of the Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

6. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Landlord and County have executed this Memorandum as set forth below.

“LANDLORD”: **SR OFFICE PROPERTIES DE, LLC**, a Delaware limited liability company

By: G&W Ventures, LLC, a California limited liability company, its Managing Member

By: _____
Matthew T. White, Manager

REDBIRD SR OFFICE PROPERTIES DE, LLC, a Delaware limited liability company

By: Redbird Investment Group, LLC, Santa Rosa Office Series, a Delaware limited liability company, its Sole Member

By: Redbird Investment Group, LLC, a Delaware series limited liability company, its Sole Member

By: _____
Bruce J. Cardinal, Trustee of The Bruce J. Cardinal Living Trust Agreement dated December 15, 1997, its Managing Member

“TENANT”: **COUNTY OF SONOMA**, a political subdivision of the State of California

By: _____
Caroline Judy, Director
General Services Department

APPROVED AS TO FORM FOR TENANT:

Elizabeth Coleman With
Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

Marc McDonald, Real Estate Manager
General Services Department

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

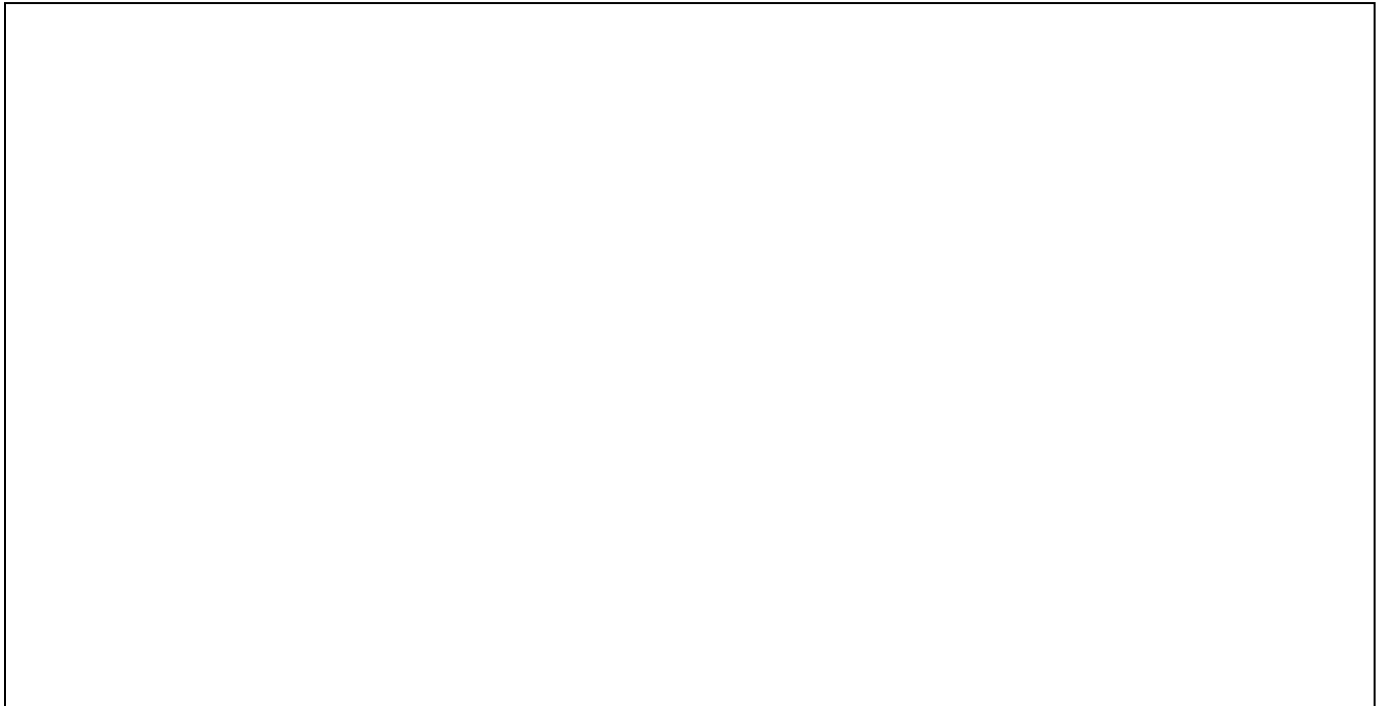


EXHIBIT A TO MEMORANDUM OF LEASE

Description of Premises

--End of Lease--



SONOMA COUNTY BEHAVIORIAL HEALTH - PROGRAM RELOCATION LIST - PLANNING WORKSHEET (MARCH 22, 2017)

Program	Part of Move to Campus	Current Location	Ideal Move Date	Move Group	Move To Location	Estimated Square Footage
Behavioral Health Urgent Care Center	Yes	2225 Challenger Way	Completed	1	2225 Challenger Way	14,066
GROUP TOTAL		TOTAL FOR GROUP 1				14,066
Dependency Drug Court	Yes	Orenda Center	avail now	2	2245 Challenger Way	10,076
Drug Court	Yes	Orenda Center	avail now	2	2245 Challenger Way	
Drug Free Babies	Yes	Orenda Center	avail now	2	2245 Challenger Way	
Drug Testing	Yes	Orenda Center	avail now	2	2245 Challenger Way	
Driving Under the Influence Court	Yes	Orenda Center	avail now	2	2245 Challenger Way	
Substance Use Disorder Program Support	Yes	Orenda Center	avail now	2	2245 Challenger Way	
Treatment Accountability for Safer Communities	Yes	Orenda Center	avail now	2	2245 Challenger Way	
Integrated Recovery Team	Yes	Chanate Hall / 1st Flr	avail 3/15 3/17	2	2255 Challenger Way Ste 109 & 119	6,415
GROUP TOTAL		TOTAL FOR GROUP 2				16,491
Community Intervention Program	Yes	490 Mendocino / 2nd Flr	avail soon	3	2235 Challenger Way Ste 101	4,392
Crisis Assessment Prevention, Education & Triage	Yes	490 Mendocino / 2nd Flr	avail soon	3	2235 Challenger Way Ste 101	
Mobile Support Team & Triage	Yes	Norton Center - West Wing	avail soon	3	2235 Challenger Way Ste 101	831
GROUP TOTAL		TOTAL FOR GROUP 3				5,223
BH Program Support	Yes	Norton Center - Annex	avail 12/17	4	2227 Capricorn Way / 2nd flr ste 202, 203	3,622
Quality Assurance	Yes	Norton Center - Annex	avail 12/17	4	2227 Capricorn Way / 2nd flr ste 202, 203	638
Quality Improvement	Yes	Norton Center - Annex	avail 12/17	4	2227 Capricorn Way / 2nd flr ste 210	
GROUP TOTAL		TOTAL FOR GROUP 4				4,260
Adult Special Programs (Housing & Dept. of Rehabilitation Coop)	Yes	Chanate Hall	avail 7/19	5	2255 Challenger Way ste 101,101,103,	320
Hospital Utilization/Liaison	Yes	Norton Center - East Wing	avail 8/16	5	2255 Challenger Way ste 101,101,103,	160
Innovation (Transportation)	Yes	Norton Center - East Wing	avail 4/17	5	2255 Challenger Way ste 101,101,103,	160
Integrated Health Team	Yes	Chanate Hall / 2nd Flr	avail 5/18	5	2255 Challenger Way ste 101,101,103,	5,856
Older Adult Team / Transitional Recovery	Yes	Norton Center - East Wing	avail 5/17	5	2255 Challenger Way ste 104, 106	2,659
Transitional Age Youth	Yes	Chanate Hall	avail 5/18	5	2255 Challenger Way ste 104, 106	480
Patience Rights	Yes	Norton Center - East Wing	avail 5/18	5 - A	2255 Challenger Way ste 104, 106	320
GROUP TOTAL		TOTAL FOR GROUP 5				9,955
Family Advocacy Support & Treatment	Yes	Norton Center - West Wing	TBD	6	2227 Challenger Way Ste 207,208 and 212	8,818
Youth & Family - Foster Youth Team	Yes	Norton Center - West Wing	TBD	6	2227 Challenger Way Ste 207,208 and 212	
Youth & Family - North Team	Yes	Norton Center - West Wing	TBD	6	2227 Challenger Way Ste 207,208 and 212	
Youth & Family - South Team	Yes	Norton Center - West Wing	TBD	6	2227 Challenger Way Ste 207,208 and 212	
GROUP TOTAL		TOTAL FOR GROUP 6				8,818
Total at the Lakes						58,813
Driving Under the Influence	To Orenda	Coddington		7	Orenda Center	9,568



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: Sonoma County Board of Supervisors

Board Agenda Date: May 9, 2017

Vote Requirement: 4/5

Department or Agency Name(s): Permit and Resource Management Department

Staff Name and Phone Number:

Reg Cullen 565-2502

Supervisorial District(s):

Fifth

Title: An Ordinance No. 3836R Permit and Permit Extensions to Russian River Recreation and Park District; ROI17-0003

Recommended Actions:

Adopt a resolution issuing a roiling permit (Ordinance No. 3836R) and necessary permit extensions to Russian River Recreation and Park District for the recreation dam installation, maintenance, and removal at Johnson's and Vacation Beaches (Russian River).

Executive Summary:

Sonoma County requires that an application for a permit, known as a roiling permit, be filed with the Board of Supervisors prior to work or operations in a river, stream, or channel which may decrease the clarity of these waterways. The recommended resolution will issue a roiling permit to the Russian River Recreation and Park District for summer flash board installation at Johnson's and Vacation Beaches between 15 May and 15 October 2017. Permit and permit extensions for work within a channel or stream must be approved by the Board of Supervisors.

Discussion:

In May of each year, after winter flood waters have subsided, two flash board dams are installed. One just downstream from Johnson's Beach Resort, and the other, several miles downstream, at the Vacation Beach Sumer Crossing. These dams form two lakes which provide public recreation opportunities. Fish ladders are installed at both locations to facilitate fish passage.

Section VIII of Ordinance No. 3836R requires that an application for a permit be filed with the Board of Supervisors prior to the performance of certain prescribed work or operations in a river, stream, or channel which may decrease the clarity of these waterways.

Concurrent Resolution No. 88-1220 of the Board of Supervisors requires that applications for permits describe the work or operations to be done, the purpose of the work or operations, the manner in which the work or operations will be carried out, and the time within which the work or operations will be completed. Pursuant to the Resolution, applications must be accompanied by a copy of the agreement

required by Section 1601 et seq. of the California Fish and Wildlife Code and water discharge permits applicable to the work or operations, if any, pursuant to the Porter-Cologne Water Quality Control Act. Applications by public agencies must also be accompanied by evidence of compliance with the California Environmental Quality Act.

The application submitted by Russian River Recreation and Park District complies with the requirements of the 3836R Ordinance. The applicant represents that no significant residual impacts affecting water clarity of the Russian River will result. The applicant proposes to install and remove recreational dams at Johnson's and Vacation Beaches on the Russian River. The work is proposed to commence no earlier than 15 May 2017 and is scheduled to be completed by 15 October 2017.

It should be noted that the work described in the application has been performed in accordance with permit requirements in the past years. As described in the application and demonstrated in practice in previous permitting periods, the work will likely require greater than 30 days to complete. To accomplish this, the permit may be extended for additional 30-day periods if such permit period extensions are approved by the Board of Supervisors as requested in this agenda item. The Director of the Permit and Resource Management Department shall confirm the need for each permit extension immediately prior to the expiration of the current permit period to ensure that the work is not yet completed and an additional 30-day period extension is necessary. Four 30-day extensions may be required.

The 3836R permit and 30-day extensions require a 4/5 approval vote by the Board according to the requirements of the 1988 ballot measure creating the 3836R Ordinance.

Prior Board Actions:

5/10/16: Board adopted Resolution Number 16-0181 issuing permit and permit extensions to Russian River Recreation and Park District for beach grooming and installation and removal of summer dams.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The permit will allow the Russian River Recreation and Park District to properly maintain the beaches, and the flashboard dams at Johnson's and Vacation Beaches on the Russian River promoting safe public summer recreation.

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:			
The permit costs are covered by fees.			
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:			
<ul style="list-style-type: none"> A) Draft Board of Supervisors Resolution B) Application C) Location Map 			
Related Items "On File" with the Clerk of the Board:			
Application Packet			



County of Sonoma
State of California

Date: May 9, 2017

Item Number: _____
Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Issuing A Permit and Permit Extensions Pursuant to Section VIII of Ordinance No. 3836R Of The County Of Sonoma To Russian River Recreation And Park District For The Recreation Dam Installation, Maintenance, And Removal At Johnson's And Vacation Beaches.

Whereas, Section VIII of Ordinance No. 3836R requires that an application for a permit be filed with the Board of Supervisors prior to the performance of certain prescribed work or operations in a river, stream, or channel which may decrease the clarity of a river or stream; and

Whereas, an application was filed by Russian River Recreation and Park District for an Ordinance No. 3836 permit for recreation dam installation, maintenance, and removal on the Russian River, at the Permit and Resource Management Department in the manner prescribed by Resolution No. 88-1220 as amended by Resolution No 89-0746 of the Board of Supervisors; and

Whereas, the Board of Supervisors has reviewed said application; and

Whereas, the work requires greater than 30 days to complete, as described in the application and as demonstrated in past years; and

Whereas, the requirements of section VIII of the Sonoma County Code include a restriction to perform permitted activities within a period of 30 days, except that additional 30-day permit periods may be granted by the Board of Supervisors, and a requirement that all approval votes be by a 4/5th majority of the Board of Supervisors

Now, Therefore, Be It Resolved

1. That the Board of Supervisors finds and determines that the work and operations described on said application is necessary and that the work and operations will be performed in a manner which will not unreasonably decrease the clarity of the waters of the rivers or streams of the County of Sonoma;

Resolution #

Date:

Page 2

2. That a permit is hereby granted to applicant to perform the work and operations described in the aforementioned application;
3. That permit extensions are hereby granted to the applicant to perform the work described herein for additional 30-day periods commencing on May 15, 2017 subject to the Director of PRMD confirming the need for the permit extension immediately prior to the expiration of the permit period;
4. That the work and operations shall be performed in the manner described in the application and in accordance with the terms and conditions of any applicable agreement required by Section 1601 et seq. of the California Fish and Wildlife Code, any applicable waste discharge permit issued pursuant to the Porter-Cologne Water Quality Control Act (commencing at Section 13000 of the California Water Code), and Chapter 26A of the Sonoma County Code and any plans adopted pursuant thereto;

Be It Further Resolved that the permit and permit extensions are hereby granted to the applicant pursuant to Section 25526.6 of the Government Code.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Roiling Permit Application

DRN-003

The Board of Supervisors approves all roiling permits under Section VIII of the Water Clarity Ordinance of the County of Sonoma, Ordinance No. 3836R (Chapter 23 of the Sonoma County Code).

A complete application must be submitted to the Permit and Resource Management Department a minimum of eight weeks before the start of project.

Applicant Owner Architect \ Engineer

RUSSIAN RIVER RECREATION & PARK DISTRICT

Name

PO BOX 195

Mailing Address

GUERNEVILLE

CA, 95446

City/Town

707-869-9184

State/Zip

NONE

Phone

MAY 15, 2017

Fax

Work start date

Signature

Project Site Information

JOHNSON'S BEACH & VACATION BEACH

Address(es)

GUERNEVILLE

City/Town

070-040-020;023;048 & 071-250-003;030;032

Assessor's Parcel Number(s)

RUSSIAN RIVER

River or Stream Name

OCTOBER 15, 2017

Estimated completion date

MARCH 7, 2017

Date

Types of work (check one):

- To protect riparian property adjacent to a river or stream.
- To construct recreational dams.
- To perform construction work on riparian property, the nature of which may decrease the clarity of the waters of the river or stream.
- To construct temporary bridges, dikes, dams and settling ponds in connection with mining operations, or for agricultural uses.

Application Requirements:

- A. A detailed statement describing the work or operations to be done and the manner in which they will be carried out to avoid unreasonably decreasing the clarity of the river or stream, including any proposed monitoring or mitigation measures.
- B. A location/vicinity map (8 ½ in. X 11 in.) showing where the project is located in relation to nearby lots, streets, highways and/or major natural features (e.g., locator maps & road maps).
- C. A copy of the Fish and Game permit or waiver.
- D. A copy of the Army Corps of Engineers permit for this project, if required.
- E. A copy of the California Regional Water Quality Control Board water quality certification, if required.
- F. A copy of the last roiling permit, if any.
- G. A check payable to "PRMD" (see current fee schedule). This fee includes any requested extensions for the calendar year.
- H. A copy of the California Environmental Quality Act (CEQA) document.
- I. A copy of any approved County permit conditions (e.g. mining approval).

Sonoma County Permit and Resource Management Department

2550 Ventura Avenue ❖ Santa Rosa, CA ❖ 95403-2829 ❖ (707) 565-1900 ❖ Fax (707) 565-1103







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: Sonoma County Board of Supervisors

Board Agenda Date: May 9, 2017

Vote Requirement: Majority

Department or Agency Name(s): Sheriff's Office

Staff Name and Phone Number:

Yvonne Shu, 565-3922

Supervisorial District(s):

All Supervisorial Districts

Title: Agreements for Forensic Pathology Services

Recommended Actions:

- A. Authorize the Sheriff to execute an Agreement for Forensic Pathology Services with Regional Pathology and Autopsy Services, Inc., as a provider of pathology services, from July 1, 2017 through June 30, 2022, for an estimated cost of \$537,140 during FY 2017-2018.
- B. Authorize the Sheriff to execute an Agreement for Forensic Pathology Services with Forensic Medical Group, Inc., as a secondary provider of pathology services, from July 1, 2017 through June 30, 2022.

Executive Summary:

The Sheriff's Office issued a Request for Proposal for pathology services in September 2016. Regional Pathology and Autopsy Services, currently on a short-term contract with the County, and Forensic Medical Group, which was awarded a five-year contract in 2012, submitted proposals in response to the RFP. Upon authorization by the Board, the Sheriff intends to execute a five-year contract with Regional Pathology and Autopsy Services as a primary provider and Forensic Medical Group as a secondary provider, in order to ensure the continuation of timely, quality pathology services to Sonoma County citizens.

Discussion:

As the Sheriff-Coroner for Sonoma County, the Sheriff's Office is responsible for performing investigations to determine cause of death on certain deceased persons in Sonoma County. Forensic pathology services consist of medical examinations performed on deceased persons to determine the cause of death. A forensic pathologist conducts postmortem examinations, or autopsies, which may include x-rays, microscopic exams, toxicological analysis of tissue samples, and cultures of body fluids and organs for evidence of infection. The forensic pathologist also conducts on-scene examinations and postmortem examinations of sudden infant death syndrome cases.

In recent years, the Sheriff's Office has maintained multiple forensic pathology service agreements in order to ensure adequate coverage, given the chronic low supply of forensic pathologists across the

United States. The Sheriff's Office currently has four, non-exclusive agreements for forensic pathology services. The agreements with Forensic Medical Group, (approved June 2012), Dr. Jay Chapman (approved March 2015), and Regional Pathology and Autopsy Services (approved August 2016) all expire on June 30, 2017. A two-year contract with Dr. Joseph Cohen was executed in March 2017.

Request for Proposal. The Sheriff's Office issued a Request for Proposal for forensic pathology services on September 30, 2016. Two proposals were received by the due date of January 13, 2017 and were evaluated by a committee comprised of the Investigations Lieutenant, the Coroner Detective Sergeant, the Investigations Department Analyst, and a Santa Rosa Police Department's Investigations Lieutenant. The evaluation criteria included the following:

- Ability to meet requirements, including conducting autopsies, external exams, case evaluations, on-scene examinations, and timely report delivery.
- Qualifications and experience
- Quality of work
- Cost relative to scope
- Demonstrated history of working with comparable entities
- Willingness to accept terms of County's standard agreement
- Local preference per County policy

Regional Pathology and Autopsy Services. Regional Pathology and Autopsy Services has been conducting autopsies for the County since July 2016. A relatively new provider in the region for forensic pathology services, Regional Pathology and Autopsy Services has been able to provide a dedicated, non-traveling pathologist whose primary workload is comprised of Sonoma County cases. During the past year, operational staff has been very satisfied with Regional Pathology and Autopsy Services' quality of work and the timeliness of their reports. While their rates are higher than those proposed by Forensic Medical Group, Regional Pathology and Autopsy Services' proven reliability and commitment to the County through provision of a dedicated pathologist and outstanding service for this critical-yet-difficult-to staff service resulted in the evaluation committee ranking them highest. The Sheriff's Office intends to execute a contract with Regional Pathology and Autopsy Services as the County's primary pathology service provider.

Forensic Medical Group. With a rotating staff of pathologists, Forensic Medical Group has been conducting autopsies for the County since 2000. In FY 13-14, Coroner staff identified performance issues related to staffing challenges and delays in receiving final reports; as of February 2015, Forensic Medical Group had cleared the backlog of cases and the staffing situation has stabilized. Forensic Medical Group explicitly stated in its proposal that it would like to be considered as a secondary provider of pathology services for the County. Secondary coverage is needed in the event that the primary service provider is unavailable, or in the event of a natural disaster or other mass casualty incident. The Sheriff's Office intends to execute a contract with Forensic Medical Group as the County's secondary pathology service provider.

The following table summarizes the proposed rates for FY 17-18:

	Regional Pathology	Forensic Medical Group	
	Years 1-5	Years 1-2	Years 3-5
Standard Autopsy	\$1,850	\$1,400	\$1,500
Homicide	\$2,300	\$1,700	\$1,800
Sudden Infant Death Syndrome	\$2,300	\$2,200	\$2,300
Partial autopsy	\$1,200	n/a	n/a
External exam	\$670	\$700	\$800
Exam at Scene	\$500/hr	\$500/hr	\$600/hr
Case Review	\$500/hr	\$400/case	\$500/case
Natural death external evaluation report	n/a	\$350/case	\$450/case

Pathology services are budgeted in the Sheriff’s Coroner Bureau budget. In FY 15-16, \$377,031 was expended on pathology services. In FY 16-17, expenditures through March were \$383,275 and are projected to be \$510,000 at year-end, although given the nature of this service, it is difficult to project exact costs with certainty. Autopsy expenditures have increased from FY 15-16 due to the shift of using Regional Pathology and Autopsy Services to conduct the majority of autopsies in FY 16-17. The recommended budget for FY 17-18 includes \$537,140 for autopsy and related medical services.

Prior Board Actions:

The Board approved a 9-month agreement with Regional Pathology and Autopsy Services on August 30, 2016.

Since 2000, the Board has approved multiple agreements and related amendments with Forensic Medical Group.

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

This item supports the strategic goal of a “safe, healthy and caring community,” because the agreements ensure the provision of timely pathology services to Sonoma County citizens and contribute to the investigations of suspicious deaths.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$410,738	\$537,140	\$550,569
Additional Appropriation Requested			
Total Expenditures	\$410,738	\$537,140	\$550,569
Funding Sources			
General Fund/WA GF	\$410,738	\$537,140	\$550,569
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$410,738	\$537,140	\$550,569

Narrative Explanation of Fiscal Impacts:

The Sheriff's Office autopsy budget for FY 16-17 was appropriated at the rates that Forensic Medical Group was charging under their current, five-year agreement. The overage in autopsy expenditures resulting from the shift to Regional Pathology and Autopsy Services will be offset by salary savings from the Sheriff's Dispatch Unit.

The FY 17-18 Sheriff's Office recommended budget includes \$537,140 for autopsy and related medical services.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Agreement for Forensic Pathology Services with Regional Pathology and Autopsy Services, Inc.
 Agreement for Forensic Pathology Services with Forensic Medical Group, Inc.

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

AGREEMENT FOR FORENSIC PATHOLOGY SERVICES

This agreement ("Agreement"), dated as of _____ ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Regional Pathology and Autopsy Services, Inc., (hereinafter "Contractor"), a corporation authorized to operate in the State of California.

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified and licensed provider of forensic pathology services and is experienced in autopsies and related services; and

WHEREAS, in the judgment of the Sonoma County Sheriff-Coroner, it is necessary and desirable to employ the services of Contractor for forensic pathology services.

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

A G R E E M E N T

1. Scope of Services.

1.1 Contractor's Specified Services. Upon request of the Sheriff-Coroner or designee, Contractor shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), 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; 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. County will discuss performance issues of any assigned personnel with Contractor so that Contractor may attempt to remedy the situation. 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. Consent for new or alternate Contractor personnel shall not be unreasonably withheld. With respect to performance under this Agreement, Kimi Verilhac, M.D., is considered key personnel.
- 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 and County shall be responsible for timely provision of adequately qualified replacements.

1.5 Background Investigation. Upon signing this Agreement, Contractor shall provide a list of all persons who are expected to or will provide services to County under this Agreement. All such persons must submit to a background investigation and be approved by the Sheriff's Office before performing any such services. As part of this background investigation, all pathologists who may perform services under this Agreement shall submit resumes accounting for all time from medical school to the present, and also disclosing any disciplinary or corrective actions, all licenses in any state or country, and any lapse in licensure. Such persons shall submit a consent and waiver form permitting County to obtain personal employment/professional qualification information from third parties, and releasing such third parties from any and all liability for disclosing such information to County. All personal information provided will be maintained by the County in strictest confidence to the extent allowed by law. No person shall perform any services contemplated herein unless and until approval has been obtained in writing from the Sheriff's Office.

1.6 Confidentiality. The services to be performed by Contractor under this Agreement necessarily involve private matters of a personal nature for the citizens of Sonoma County. For this reason, neither Contractor nor any persons performing services under this Agreement on its behalf may disclose, disseminate, copy or publish any private information obtained during the course of performing services under this Agreement, unless such disclosure is required by law or necessary to effectuate the terms of this Agreement.

2. Payment. For all services required hereunder, Contractor shall be paid in accordance with Exhibit B, attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Contractor to complete the services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services. Exhibit B includes a breakdown of costs used to derive the fees, including but not limited to rate per procedure, hourly rates and other applicable rates.

Upon completion of the work, Contractor shall submit its bill[s] for payment in a form approved by the County's Auditor and the Sheriff's Office. The bill[s] shall identify the services completed and the amount charged. Unless otherwise noted in this agreement, payments shall be made within thirty (30) days following County's receipt of an invoice in a form approved by the County for services performed. Payments shall be due only upon the satisfactory completion of the services as determined by the County.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2017 to June 30, 2022, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right to terminate this Agreement by giving written notice of such termination, stating the effective date and presenting such notice of termination at least three hundred sixty-five (365) days in advance of such effective date.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should County or 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, such failure shall be deemed a default of this Agreement. In such an event, the non-defaulting party shall provide the defaulting party with written notice of the specific default(s). The defaulting party shall then have ten days (10) days following receipt of such notice to cure the default(s) to the non-defaulting party's satisfaction. If the defaulting party fails to cure the default(s) to the non-defaulting party's satisfaction within this time period, the non-defaulting party shall have the right to unilaterally terminate this agreement by providing an additional ten (10) days written notice to the defaulting party.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for any 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 full payment for all services satisfactorily rendered up to the date of termination; provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, 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 the County. In addition, the Purchasing Agent or Sheriff-Coroner, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

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 Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

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

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

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 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 the 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, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, 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 Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

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

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

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 with, and to ensure compliance with from its subcontractors, 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, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other 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, 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 to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be

entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

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

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

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

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

TO: COUNTY: Sonoma County Sheriff's Office
Administration Division
2796 Ventura Avenue
Santa Rosa, CA 95403
Tel: 707-565-2781
Sheriff-Coroner@sonoma-county.org

TO: CONTRACTOR: Regional Pathology and Autopsy Services
P.O. Box 1703
San Leandro, CA 94577

Tel: 877-330-7727
info@regional-pathology.com

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5:00 PM (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by 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. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

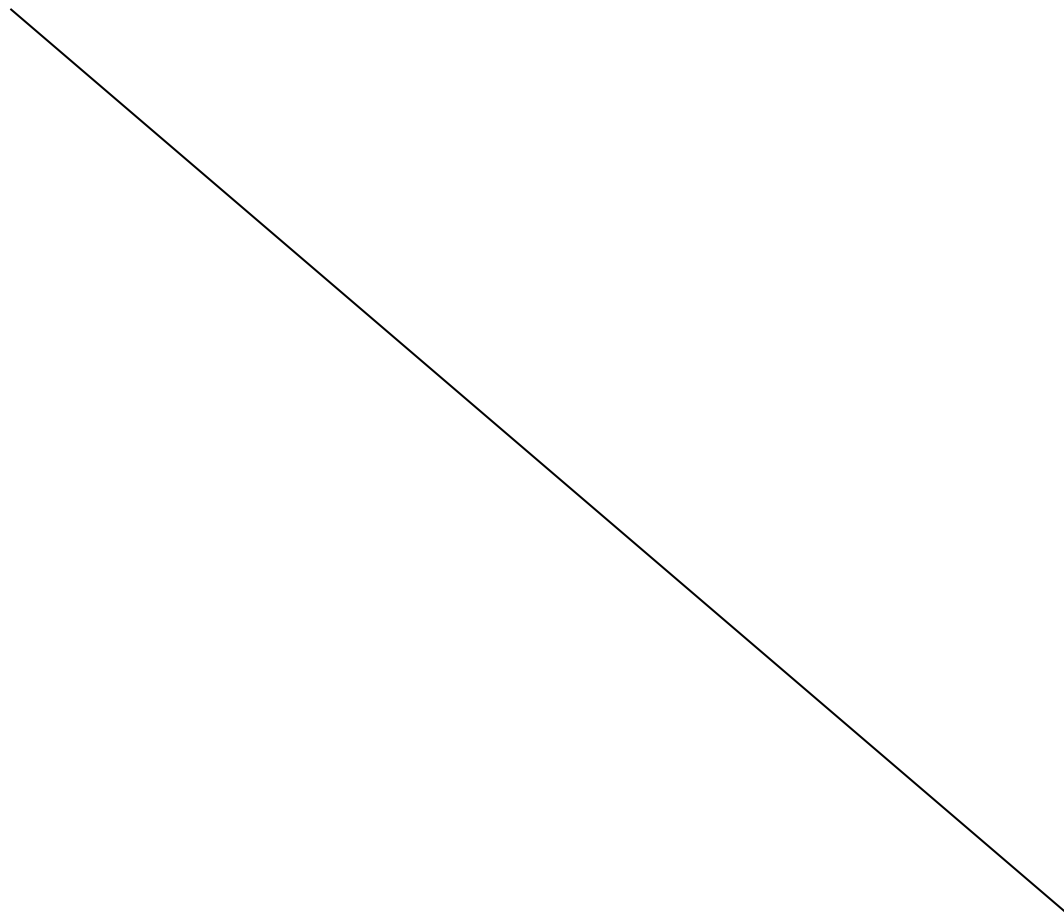
13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried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

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

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

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

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



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

**REGIONAL PATHOLOGY AND
AUTOPSY SERVICES, INC.**

COUNTY OF SONOMA

By: _____
Charles Comer, Director

By: _____
Sheriff-Coroner

Date: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: _____
Deputy County Counsel

Date: _____

**CERTIFICATES OF INSURANCE ON
FILE WITH SHERIFF'S OFFICE**

By: _____
Department Analyst

Date: _____

Exhibit A

Scope of Work

1. Contractor's Responsibilities. During the term of this Agreement, Contractor shall provide the following services to County upon the request of the Sheriff's Office:
 - a. Case Evaluation: Contractor shall provide case evaluation services and shall consult with investigators, family members of decedents, and private medical doctors, at the request of an authorized representative of the Sheriff's Office, to assist in determining whether specific cases require Coroner inquiry, pursuant to Government Code Section 27491.
 - b. External Exam: Contractor shall perform external examinations of decedents, when an autopsy examination is not necessary, to provide probable cause of death, according to the California Death Registry. External examination may include viewing the body, examining medical records, medical history, and similar information. If such external examination reveals questions or issues that in the opinion of Contractor require an autopsy to be performed, Contractor shall immediately advise the Sheriff's Office's representative concerning the need for an autopsy. In all cases, the final determination as to the extent of the examination or autopsy shall rest with an authorized representative of the Sheriff's Office.
 - c. Case Consultation: Contractor shall perform case consultation services on as needed basis, including medical record and laboratory results review, investigative report review, and case analysis, which may or may not involve external examinations. Informal opinions (those requiring 15 minutes or less work) shall be provided by Contractor to Sheriff's Office personnel and shall not incur fees. In the event that Contractor estimates that the consultation will require in excess of 15 minutes of work, Contractor shall notify the Sheriff's Office in writing and then Contractor and Sheriff's Office personnel shall mutually agree upon the scope and estimate of work prior to commencement of the review. Such extensive reviews shall be invoiced per the hourly consultation fee provided in Exhibit B.
 - d. Autopsy: Contractor shall perform autopsies when determined necessary by an authorized representative of the Sheriff's Office. Contractor shall advise Sheriff's Office on necessity of performing an autopsy versus and external examination in the context of industry best practices. Such autopsy services shall also include:
 - i. Triage: Contractor shall participate in case triage discussions.
 - ii. Viewing: Autopsies may be viewed by individuals or agency representatives (such as Public Health or other relevant individuals/agencies), who may not be involved in the investigation or prosecution of case. Such individuals or agency representatives must obtain authorization from the Sheriff's Office prior to viewing any autopsy.

- iii. Explanation of Procedures: If authorized by the Sheriff's Office, Contractor shall explain autopsy procedures and respond to questions during the autopsy.
- iv. Education: Contractor may provide education to Sheriff's Office personnel during such autopsies, provided it does not interfere with performance of work required; however, any fee, if applicable, for such training services shall be addressed exclusively by Contractor and the party requesting such services.
- e. Laboratory Testing: Contractor shall order toxicological, bacteriological, serological, or similar testing studies from laboratories when reasonable or necessary to assist in determining cause of death. The Sheriff's Office shall select the laboratories and pay for such laboratory services.
- f. Histology: Contractor shall order histology testing studies from laboratories when reasonable or necessary to assist in determining cause of death. The Sheriff's Office shall select the laboratories and pay for such laboratory services. Contractor shall provide the name of its preferred histology lab specializing in autopsy tissue processing, but Sheriff's Office shall be under no obligation to utilize Contractor's preferred lab.
- g. Transcription: Contractor shall provide transcription services.
- h. On Scene Examination: Contractor shall view the bodies of decedents at the scene of death and/or perform other investigative services (such as interviewing/examining witnesses) during and after normal working business hours, when requested by an authorized representative of the Sheriff's Office.
- i. Examination Report: Contractor shall provide a complete, typewritten, final report within sixty (60) calendar days after receipt of clinical test results and any consultation, investigative reports or information reports necessary to close the case. The report must contain the following information:
 - i. Name of individual tested, identifying information (such as age, sex, and other vital statistics), and applicable Coroner case number.
 - ii. Date external examination concluded or date and time of autopsy.
 - iii. Description of external examination of individual/records.
 - iv. When an autopsy was performed, a description of the internal examination, noting the weight and condition of specific organs and condition of internal body systems. As applicable, the report will include: significant positive findings, and relevant negative findings; list of gross diagnoses; description of any microscopic examination; summary of laboratory tests (with copies of test reports completed by UFS attached); intervals for mechanisms of death; diagrams of injuries (with photographs attached as appropriate); and any other information considered pertinent by Contractor.

- v. Summary of relevant historical and scene information (when appropriate), results/findings from examinations performed, and determination of probable cause of death.
 - vi. Any other information required by applicable state /federal laws or regulations.
 - vii. Signature of forensic board eligible pathologist licensed to practice medicine in the State of California. Board certified forensic pathologists will be made available for prosecutable cases.
- j. Report Delays and Penalty: If Contractor does not provide a final report within the time frame specified in item (h), the County may impose a penalty by reducing the payment due on the next invoice as follows:
- i. Autopsy report (full procedure): \$100 per 30 calendar day period past due, up to value of report payment.
 - ii. External examination report: \$32.50 per 30 calendar day period, up to value of report payment.
 - iii. The report penalty may be waived at the discretion of the Sheriff-Coroner or designee based upon factors such as case complexity or the need for additional laboratory testing.
- k. Sudden Unexpected Infant Death Cases (SUID): Contractor shall perform procedures necessary to comply with Government Code Section 27491.41 or any other laws or regulations applicable to post-mortem examination of sudden, unexpected infant death cases.
- l. County Committee Meetings: Contractor shall attend meetings associated with the Countywide Child Death Review and Domestic Violence Death Review committees and other related meetings that may be scheduled, unless unable to attend due to unforeseen illness, mandatory appearance requirements, or other emergency or urgent circumstances preventing attendance. County shall schedule no more than one such meeting per month through the Contractor's main office.
- m. Business Meetings: Contractor shall attend meetings that are related to the legal or public health functions of the Sheriff's Office when deemed necessary by an authorized representative of the Sheriff's Office. County shall schedule no more than one such meeting per month through the Contractor's main office.
- n. Expert Witness: Contractor shall testify as an expert witness when subpoenaed to do so at any legal proceeding, whether deposition or court testimony, arising in connection with cases in which Contractor has conducted an examination. The County of Sonoma or other entity or individual requesting the appearance of Contractor shall pay any fee as may be agreed upon with Contractor, or as provided by law for such appearance. Testimony or deposition services shall not be provided until suitable fee arrangements have been made.

- o. Anatomical Gifts: Contractor shall cooperate and support the authorized removal and disposition of human tissue from bodies of deceased persons as authorized by the California Uniform Anatomical Gift Act; consult with physicians or transplant personnel when a request for donor tissue is made in a case falling under the jurisdiction of the Coroner; and advise the Sheriff's Office's representative whether such a procedure would adversely affect the subsequent documentation of injuries or determination of cause or manner of death.
 - p. Staff Training: Contractor shall provide education and training services for Sheriff's Office personnel as may be mutually agreed upon by Contractor and the Sheriff's Office. Such services may include, but are not necessarily limited to, instructing personnel, particularly Investigations and Coroner Bureau Detectives, regarding medical safety issues or information required by the pathologist for effective evaluation of Coroner cases.
 - q. Advice/Retention: Contractor shall advise the Sheriff's Office concerning the necessity of retaining specimens and tissue samples, and their recommended retention periods.
 - r. Chain of Custody: Contractor shall maintain evidence chain of custody, as required by the Sheriff's Office, by obtaining and protecting evidence on or about decedents in such a way that follows the standards and best practices of the industry.
 - s. Prior Case Review: Contractor shall perform a review, written report, and/or expert testimony of cases where a Pathologist not associated with Contractor performed the exam.
 - t. Minimum Staffing: In order to adequately meet the County's forensic pathologist needs, Contractor shall assign one, full-time pathologist to the Sheriff's Office. Any additional part-time or temporary pathologists shall be assigned as deemed necessary by the County and Contractor, in the event that Contractor cannot provide said staffing.
 - u. Availability: Contractor shall be available during normal business hours and off hours to consult with representatives of the Sheriff's Office regarding Coroner activities.
2. Responsibilities of County: County shall have the following responsibilities under the Agreement:
- a. Facility/Equipment: County shall provide, equip, and maintain a facility in which autopsies and any other postmortem examinations are to be performed.
 - b. Operational Supplies: County shall provide supplies and equipment necessary for conducting required examinations. This includes, but is not necessarily limited to, a microscope, protective supplies, (e.g., gowns, gloves, aprons, face shields, boots, and shoe covers); containers for bodies and tissue samples; items used in performance of autopsies (e.g., syringes, scalpels, scissors, forceps, chisels, knives, saws, and photographic film); and cleaning supplies (e.g., soaps, detergents, and disinfectants).

- c. Forensic Assistant: County shall provide a forensic assistant to support the performance of autopsies (specific work hours to be established by mutual agreement of Contractor and the Sheriff's Office). In special situations, mutually-agreed, forensic assistants may be provided by the contractor at the rate listed in Exhibit B, Pathology Service Rates.
- d. Laboratory Services: County shall provide direct payment to authorized laboratory contractor(s) for services ordered.
- e. Histology Services: County shall provide direct payment to authorized laboratory contractor(s) for services ordered.
- f. Additional Pathologists: County shall provide direct payment to additional pathologists that may be required to handle any disaster situation, involving ten or more deaths occurring during a single incident, if Contractor is unable to provide said services.
- g. Conflict Of Interest Cases: County shall obtain and pay for the services of another pathologist, of County's choice, if such services are deemed necessary by the Sheriff's Office particularly for deaths presenting a potential conflict of interest (including, but not necessarily limited to, those involving an officer of the Sheriff's Office or those occurring in the County jail).
- h. Forensics Contractors: County shall obtain and pay for Contractors in forensic neuropathology, forensic anthropology, forensic odontology, and any other specialty as may be deemed necessary by the Sheriff's Office for a small number of unusual and extraordinary cases that cannot otherwise be adequately concluded. County shall utilize Contractor's preferred specialists, if appropriate and available, and if use of Contractor's specialists are approved by the Sheriff's Office.
- i. Specimen/Tissue Storage: County shall provide for the storage of specimens and tissue samples that Contractor considers necessary to retain as evidence or for further testing.

**Exhibit B
Pathology Services Rates**

Rates. The following rates shall apply for the term of this Agreement:

Service	Fee per case (unless specified by hour)
Autopsy – full, standard	\$1,850
Autopsy - homicide	\$2,300
Autopsy - infant	\$2,300
Autopsy - partial	\$1,200
External examination	\$670
Examination at scene	\$500 per hour
Case review, consultation, training or expert witness testimony	\$500 per hour

Additional services:

Service	Fee
Neuropathology consultation	\$2,000 per case
Transcription	\$75 per report
Forensic Technician	\$350 per autopsy; \$200 per autopsy if used for more than five cases per month

Histology Fee Schedule

Immunohistochemical Stains. Unless otherwise indicated, each of the following is \$60.

- Actin (muscle specific)
- Actin (smooth muscle)
- Alpha fetoprotein (AFP)
- Alpha-1 antitrypsin
- BCL-2 (oncoprotein)
- BCL-6
- Beta-amyloid (Alzheimer's)
- B lymphocyte antigen 36 (BLA-36)
- **BG-8 \$80**
- Breast carcinoma B72.3

- Breast tumor-associated glycoprotein
- BrdU (Bromodeoxyuridine)
- B.R.S.T. – 2
- B.T.A.G. 323/A3
- Bombesin
- CA 125 (ovarian tumor marker)
- CA 15-3 (breast tumor marker)
- CA 19-9
- Calcitonin
- Calretinin
- Calponin
- Carcinoembryonic antigen (CEA)
- CD 1a
- CD 3 (T cell)
- CD 4
- CD 5 T CELCD-7
- CD 8
- CD 10
- CD 11b (C3bi)
- CD 15 (Reed Sternberg cell)
- CD 20 (B cell) (L26)
- CD 23
- CD 30 (Hodgkins)
- CD 31 endothelial cell
- CD 33 myloid
- CD 34 hematopoietic progenitor cell, class II (leukemias, endothelial cell)
- CD 40
- CD 43
- CD 45 (L.C.A.)
- CD 68 (macrophage)
- CD 95 (APO/1 Fas, DX2)
- CD 117 (stem cell factor receptor)
- CD 138
- Chorionic gonadotropin (HCG)
- Collagen type III, IV
- Chromogranin A
- Cyclin D1
- Cytokeratin (PAN)
- Cytokeratin (clone 34BE12) high mo. wt. (prostate)
- Cytokeratin 5/6
- Cytokeratin 7
- CK 10
- Cytokeratin 17 basal cell
- Cytokeratin 18
- Cytokeratin 20
- Cytomegalo virus (CVM)

- D2-40
- Desmin
- E-cadherin
- **Estrogen receptor ER \$80**
- Endothelial cell
- Epithelial membrane antigen (EMA)
- Factor VIII-related antigen
- Gastrin
- Glial fibrillary acidic protein (GFAP)
- Growth hormone – human (HGH)
- Helicobacter pylori
- Hepatitis B surface antigen (HBsAg)
- Herpes simplex virus I & II
- HMB 45 melanoma
- HPV papilloma virus
- Human glomerular epithelial cells
- Inhibin
- Insulin
- KI 67 (proliferative tumor cell)
- Kappa
- Lambda
- Leukocyte common antigen (LCA/CD45)
- Lysozyme
- Macrophage (LN5)
- Macrophage (D11)
- MAC 387 myeloid/histiocyte
- Malignant melanoma (HMB45)
- Melan-A
- Melanoma-associated antigen (NKI/C-3)
- Mesothelial cell HBME-1
- Milk fat globule protein (MAM-6)
- Myoglobin
- Myosin
- Neurofilaments
- Neuron specific enolase (NSE)
- **Progesterone receptor PR \$80**
- P 16
- P504S prostate
- P53 protein
- P63 protein
- Papilloma virus (HPV)
- Parathyroid hormone
- PCNA (PC10) proliferating cell nuclear antigen
- Placental lactogen, human (HPL)
- Pneumocystis carinii
- Prostate specific antigen (PSA)

- Prostatic acid phosphatase (PSAP)
- S100
- Serotonin
- Synaptophysin
- Thyroglobulin
- TTF-1 thyroid transcription factor
- Toxoplasma gondii
- WT1 Wilm's tumor
- Vimentin

Routine special stains. Unless otherwise indicated, each of the following is \$35.

- AFG
- Argentaffin
- Argyrophil
- Amyloid
- Alcian blue
- Amniotic fluid embolism
- Bile
- Carcinoid tumor
- Copper
- Calcium
- Elastic fiber
- Fite – lepra bacilli
- Gram
- Hyaluronidase
- Trichrome
- Legionella
- Pneumocystis
- Cat scratch
- Giemsa
- Iron
- Myelin
- Mucicarmine
- Methyl green pyronine
- Melanin
- Mast cells
- Melanin bleach
- PTAH
- PAS
- PAS – digestion method
- Reticulum
- Testicular
- GMS
- Spriochetes
- Alzheimer's disease
- Nerve and nerve-ending stains

- Fat stain (using osmium tetroxide on formalin fixed tissue)

Other Histology Fees	Each
H&E stain per block	\$15.00
Additional slides, re-cuts or levels from same block	\$10.00
Measured levels from tissue block	\$11.50
Tissue processing and blocking only	\$10.00
Special stains	\$35.00
Osmium fat stains	\$100.00
Pick-up and delivery	\$50.00
Shipping	\$50.00
Slide tray containers	\$15.00

Exhibit C
Insurance Requirements
Template #5

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

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

1. Workers Compensation and Employers Liability Insurance

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

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

2. General Liability Insurance

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

Office, 2796 Ventura Avenue, Santa Rosa, California 95403 shall be additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.

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

3. Automobile Liability Insurance

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

4. Professional Liability/Errors and Omissions Insurance

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

5. Standards for Insurance Companies

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

6. Documentation

- a.** The Certificate of Insurance must include the following reference: Forensic Pathology Services.
- b.** 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 – 4 above.
- c.** The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees, Attn: Sonoma County Sheriff's Office, 2796 Ventura Avenue, Santa Rosa, California 95403.
- d.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e.** 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.
- f.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

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

8. 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.

AGREEMENT FOR FORENSIC PATHOLOGY SERVICES

This agreement ("Agreement"), dated as of _____ ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Forensic Medical Group, Inc., (hereinafter "Contractor"), a corporation authorized to operate in the State of California.

RECITALS

WHEREAS, Contractor represents that it is a duly qualified and licensed provider of forensic pathology services and is experienced in autopsies and related services; and

WHEREAS, in the judgment of the Sonoma County Sheriff-Coroner, it is necessary and desirable to employ the services of Contractor as a secondary provider of forensic pathology services.

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

AGREEMENT

1. Scope of Services.

1.1 Contractor's Specified Services. Upon request of the Sheriff-Coroner or designee, Contractor shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), 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; 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. County will discuss performance issues of any assigned personnel with Contractor so that Contractor may attempt to remedy the situation. 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 forensic pathologist(s) 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. Consent for new or alternate Contractor personnel shall not be unreasonably withheld. With respect to performance under this Agreement, Arnold Josselson, M.D., is considered key personnel.
- 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 and County shall be responsible for timely provision of adequately qualified replacements.

1.5 Background Investigation. Upon signing this Agreement, Contractor shall provide a list of all persons who are expected to or will provide services to County under this Agreement. All such persons must submit to a background investigation and be approved by the Sheriff's Office before performing any such services. As part of this background investigation, all pathologists who may perform services under this Agreement shall submit resumes accounting for all time from medical school to the present, and also disclosing any disciplinary or corrective actions, all licenses in any state or country, and any lapse in licensure. Such persons shall submit a consent and waiver form permitting County to obtain personal employment/professional qualification information from third parties, and releasing such third parties from any and all liability for disclosing such information to County. All personal information provided will be maintained by the County in strictest confidence to the extent allowed by law. No person shall perform any services contemplated herein unless and until approval has been obtained in writing from the Sheriff's Office.

1.6 Confidentiality. The services to be performed by Contractor under this Agreement necessarily involve private matters of a personal nature for the citizens of Sonoma County. For this reason, neither Contractor nor any persons performing services under this Agreement on its behalf may disclose, disseminate, copy or publish any private information obtained during the course of performing services under this Agreement, unless such disclosure is required by law or necessary to effectuate the terms of this Agreement.

2. Payment. For all services required hereunder, Contractor shall be paid in accordance with Exhibit B, attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Contractor to complete the services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services. Exhibit B includes a breakdown of costs used to derive the fees, including but not limited to rate per procedure, hourly rates and other applicable rates.

Upon completion of the work, Contractor shall submit its bill[s] for payment in a form approved by the County's Auditor and the Sheriff's Office. The bill[s] shall identify the services completed and the amount charged. Unless otherwise noted in this agreement, payments shall be made within thirty (30) days following County's receipt of an invoice in a form approved by the County for services performed. Payments shall be due only upon the satisfactory completion of the services as determined by the County.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2017 to June 30, 2022, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right to terminate this Agreement by giving written notice of such termination, stating the effective date and presenting such notice of termination at least sixty (60) days in advance of such effective date.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should County or 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 or Contractor may immediately terminate this Agreement by giving the other party written notice of such termination, stating the reason for termination. Contractor may terminate this Agreement for non-payment of Sheriff-Coroner invoices overdue by more than 30 days.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for any 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 full payment for all services satisfactorily rendered up to the date of termination; provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, 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 the County. In addition, the Purchasing Agent or Sheriff-Coroner, in

consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

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 Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

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

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 Sheriff-Coroner, the Coroner Sergeant or their designees, including Sheriff's Lieutenants, Sheriff's Sergeants, and Coroner Detectives, in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work that significantly changes the scope of this Agreement. The parties expressly recognize that, pursuant to Sonoma County Code Section 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 the 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, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, 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 Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

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

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

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 with, and to ensure compliance with from its subcontractors, 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, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other 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, 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 to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be

entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

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

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

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

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

TO COUNTY:

Sonoma County Sheriff's Office
Administration Division
2796 Ventura Avenue
Santa Rosa, CA 95403
Tel: 707-565-2781
Sheriff-Coroner@sonoma-county.org

TO CONTRACTOR:

Forensic Medical Group, Inc.
1261 Travis Blvd., Ste. 120
Fairfield, CA 94533-4804

Tel: 707-426-4883
fmg-inc@pacbell.net

COPIES OF ALL NOTICES
TO CONTRACTOR:

Perry, Johnson, Anderson, Miller & Moskowitz
Attn: Legal Counsel – Forensic Medical Group Inc.
438 First St., 4th Fl.
Santa Rosa, CA 95401

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5:00 PM (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by 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. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

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

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

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

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

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

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

FORENSIC MEDICAL GROUP, INC.

COUNTY OF SONOMA

By: _____
Kelly A. Arthur-Kenny, M.D., President

By: _____
Sheriff-Coroner

Date: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: _____
Deputy County Counsel

Date: _____

CERTIFICATES OF INSURANCE ON
FILE WITH SHERIFF'S OFFICE

By: _____
Department Analyst

Date: _____

Exhibit A

Scope of Work

1. Contractor's Responsibilities. During the term of this Agreement, Contractor shall provide a the following services to County upon the request of the Sheriff's Office:

Note: Any reference to "authorized representative(s)" in this Scope of Work shall refer to the Sheriff-Coroner, Coroner Sergeant, Coroner Detectives, Sheriff's Lieutenants, and Sheriff's Sergeants of the Sonoma County Sheriff's Office.

- a. Case Evaluation: Contractor shall provide case evaluation services and shall consult with investigators, family members of decedents, and private medical doctors, at the request of an authorized representative of the Sheriff's Office, to assist in determining whether specific cases require Coroner inquiry, pursuant to Government Code Section 27491.
- b. External Exam: Contractor shall perform external examinations of decedents, when an autopsy examination is not necessary, to provide probable cause of death, according to the California Death Registry. External examination may include viewing the body, examining medical records, medical history, and similar information. If such external examination reveals questions or issues that in the opinion of Contractor require an autopsy to be performed, Contractor shall immediately advise the Sheriff's Office's representative concerning the need for an autopsy. In all cases, the final determination as to the extent of the examination or autopsy shall rest with an authorized representative of the Sheriff's Office.
- c. Case Consultation: Contractor may perform case consultation services on an as needed basis, including medical record and laboratory results review, investigative report review, and case analysis, which may or may not involve external examinations. Ad hoc, informal opinions provided by Contractor to Sheriff's Office personnel shall not incur fees. In the event that a formal, extensive records or case review is required to determine cause of death, County and Contractor shall mutually agree upon the scope and estimate of work prior to commencement of the review. Extensive reviews shall be invoiced per the hourly consultation fee provided in Exhibit B.
- d. Autopsy: Contractor shall perform autopsies when determined necessary by an authorized representative of the Sheriff's Office. Contractor shall advise Sheriff's Office on necessity of performing an autopsy versus and external examination in the context of industry best practices. Such autopsy services shall also include:
 - i. Triage: Contractor shall participate in case triage discussions.
 - ii. Viewing: Autopsies may be viewed by individuals or agency representatives (such as Public Health or other relevant individuals/agencies), who may not be involved in the investigation or prosecution of case. Such individuals or agency

representatives must obtain authorization from the Sheriff's Office prior to viewing any autopsy, pursuant to Senate Bill 1189.

- iii. Explanation of Procedures: If authorized by the Sheriff's Office, Contractor shall explain autopsy procedures and respond to questions during the autopsy.
- iv. Education: Contractor may provide education to Sheriff's Office personnel during such autopsies, provided it does not interfere with performance of work required; however, any fee, if applicable, for such training services shall be addressed exclusively by Contractor and the party requesting such services.
- e. Laboratory Testing: Contractor shall order toxicological, bacteriological, serological, or similar testing studies from laboratories when reasonable or necessary to assist in determining cause of death. The Sheriff's Office shall select the laboratories and pay for such laboratory services.
- f. Histology: Contractor shall order histology testing studies from laboratories when reasonable or necessary to assist in determining cause of death. The Sheriff's Office shall select the laboratories and pay for such laboratory services. Contractor shall provide the name of its preferred histology lab specializing in autopsy tissue processing, but Sheriff's Office shall be under no obligation to utilize Contractor's preferred lab.
- g. Transcription: Contractor shall provide transcription services.
- h. On Scene Examination: Contractor shall view the bodies of decedents at the scene of death and/or perform other investigative services (such as interviewing/examining witnesses) during and after normal working business hours, when requested by an authorized representative of the Sheriff's Office.
- i. Examination Report: Contractor shall provide a complete, typewritten, final report within sixty (60) calendar days after receipt of clinical test results and any consultation, investigative reports or information reports necessary to close the case. The report must contain the following information:
 - i. Name of individual tested, identifying information (such as age, sex, and other vital statistics), and applicable Coroner case number.
 - ii. Date external examination concluded or date and time of autopsy.
 - iii. Description of external examination of individual/records.
 - iv. When an autopsy was performed, a description of the internal examination, noting the weight and condition of specific organs and condition of internal body systems. As applicable, the report will include: significant positive findings, and relevant negative findings; list of gross diagnoses; description of any microscopic examination; summary of laboratory tests (with copies of test reports completed by UFS attached); intervals for mechanisms of death;

diagrams of injuries (with photographs attached as appropriate); and any other information considered pertinent by Contractor.

- v. Summary of relevant historical and scene information (when appropriate), results/findings from examinations performed, and determination of probable cause of death.
 - vi. Any other information required by applicable state /federal laws or regulations.
 - vii. Signature of forensic board eligible pathologist licensed to practice medicine in the State of California. Board certified forensic pathologists will be made available for prosecutable cases.
- j. Report Delays and Penalty: If Contractor does not provide a final report within the time frame specified in item (h), the County may impose a penalty by reducing the payment due on the next invoice as follows:
- i. Autopsy report (full procedure): \$100 per 30 calendar day period past due, up to value of report payment.
 - ii. External examination report: \$32.50 per 30 calendar day period, up to value of report payment.
 - iii. The report penalty may be waived based upon factors such as case complexity or the need for additional laboratory testing.
- k. Sudden Unexpected Infant Death Cases (SUID): Contractor shall perform procedures necessary to comply with Government Code Section 27491.41 or any other laws or regulations applicable to post-mortem examination of sudden, unexpected infant death cases.
- l. County Committee Meetings: Contractor shall attend meetings associated with the Countywide Child Death Review and Domestic Violence Death Review committees and other related meetings that may be scheduled, unless unable to attend due to unforeseen illness, mandatory appearance requirements, or other emergency or urgent circumstances preventing attendance. County shall schedule no more than one such meeting per month through the Contractor's main office.
- m. Business Meetings: Contractor shall attend meetings that are related to the legal or public health functions of the Sheriff's Office when deemed necessary by an authorized representative of the Sheriff's Office. County shall schedule no more than one such meeting per month through the Contractor's main office.
- n. Expert Witness: Contractor shall testify as an expert witness when subpoenaed to do so at any legal proceeding, whether deposition or court testimony, arising in connection with cases in which Contractor has conducted an examination. The County of Sonoma or other entity or individual requesting the appearance of Contractor shall pay any fee as may be agreed upon with Contractor.

- o. Anatomical Gifts: Contractor shall cooperate and support the authorized removal and disposition of human tissue from bodies of deceased persons as authorized by the California Uniform Anatomical Gift Act; consult with physicians or transplant personnel when a request for donor tissue is made in a case falling under the jurisdiction of the Coroner; and advise the Sheriff's Office's representative whether such a procedure would adversely affect the subsequent documentation of injuries or determination of cause or manner of death.
 - p. Staff Training: Contractor shall provide education and training services for Sheriff's Office personnel as may be mutually agreed upon by Contractor and the Sheriff's Office. Such services may include, but are not necessarily limited to, instructing personnel, particularly Investigations and Coroner Bureau Detectives, regarding medical safety issues or information required by the pathologist for effective evaluation of Coroner cases.
 - q. Advice/Retention: Contractor shall advise the Sheriff's Office concerning the necessity of retaining specimens and tissue samples, and their recommended retention periods.
 - r. Chain of Custody: Contractor shall maintain evidence chain of custody, as required by the Sheriff's Office, by obtaining and protecting evidence on or about decedents in such a way that follows the standards and best practices of the industry.
 - s. Prior Case Review: Contractor shall perform a review, written report, and/or expert testimony of cases where a Pathologist not associated with Contractor performed the exam.
 - t. Minimum Staffing: In order to adequately meet the forensic pathologist needs of the County, pathologists will be deemed necessary based upon reasonable notification to Contractor of need. Such staffing will be scheduled through the Contractor's main office.
 - u. Availability: Contractor shall be available during normal business hours and off hours to consult with representatives of the Sheriff's Office regarding Coroner activities, per the Contractor provided on-call schedule.
2. Responsibilities of County: County shall have the following responsibilities under the Agreement:
- a. Facility/Equipment: County shall provide, equip, and maintain a facility in which autopsies and any other postmortem examinations are to be performed.
 - b. Operational Supplies: County shall provide supplies and equipment necessary for conducting required examinations. This includes, but is not necessarily limited to, a microscope, protective supplies, (e.g., gowns, gloves, aprons, face shields, boots, and shoe covers); containers for bodies and tissue samples; items used in performance of autopsies (e.g., syringes, scalpels, scissors, forceps, chisels, knives, saws, and photographic film); and cleaning supplies (e.g., soaps, detergents, and disinfectants).

- c. Forensic Assistant: County shall provide a forensic assistant to support the performance of autopsies (specific work hours to be established by mutual agreement of Contractor and the Sheriff's Office).
- d. Laboratory Services: County shall provide direct payment to authorized laboratory contractor(s) for services ordered.
- e. Histology Services: County shall provide direct payment to authorized laboratory contractor(s) for services ordered.
- f. Additional Pathologists: County shall provide direct payment to additional pathologists that may be required to handle any disaster situation, involving ten or more deaths occurring during a single incident, if Contractor is unable to provide said services.
- g. Conflict Of Interest Cases: County shall obtain and pay for the services of another pathologist, of County's choice, if such services are deemed necessary by the Sheriff's Office particularly for deaths presenting a potential conflict of interest (including, but not necessarily limited to, those involving an officer of the Sheriff's Office or those occurring in the County jail).
- h. Forensics Contractors: County shall obtain and pay for Contractors in forensic neuropathology, forensic anthropology, forensic odontology, and any other specialty as may be deemed necessary by the Sheriff's Office for a small number of unusual and extraordinary cases that cannot otherwise be adequately concluded. County shall utilize Contractor's preferred specialists, if appropriate and available, and if use of Contractor's specialists are approved by the Sheriff's Office.
- i. Specimen/Tissue Storage: County shall provide for the storage of specimens and tissue samples that Contractor considers necessary to retain as evidence or for further testing.

**Exhibit B
Pathology Services Rates**

Rates. The following rates shall apply for the term of this Agreement:

Year 1: July 1, 2017 – June 30, 2018

Service	Fee per case (unless specified by hour)
Autopsy - standard	\$1,400
Autopsy – homicide (e.g., 187's, officer-involved cases, in-custody deaths)	\$1,700
External examination	\$700
On scene examination	\$500/hour
Autopsy – infant (SIDS)	\$2,200
Prior and formal case review	\$400
Natural death external evaluation report (NDEER)	\$350
Microscopic examination	Included in case rate
Transcription	Included in case rate

Year 2: July 1, 2018 – June 30, 2019

Service	Fee per case (unless specified by hour)
Autopsy - standard	\$1,400
Autopsy – homicide (e.g., 187's, officer-involved cases, in-custody deaths)	\$1,700
External examination	\$700
On scene examination	\$500/hour
Autopsy – infant (SIDS)	\$2,200
Prior and formal case review	\$400
Natural death external evaluation report (NDEER)	\$350
Microscopic examination	Included in case rate
Transcription	Included in case rate

Year 3: July 1, 2019 – June 30, 2020

Service	Fee per case (unless specified by hour)
Autopsy - standard	\$1,500
Autopsy – homicide (e.g., 187's, officer-involved cases, in-custody deaths)	\$1,800
External examination	\$800
On scene examination	\$600/hour

Autopsy – infant (SIDS)	\$2,300
Prior and formal case review	\$500
Natural death external evaluation report (NDEER)	\$450
Microscopic examination	Included in case rate
Transcription	Included in case rate
Forensic Assistant	N/A

Year 4: July 1, 2020 – June 30, 2021

Service	Fee per case (unless specified by hour)
Autopsy - standard	\$1,500
Autopsy – homicide (e.g., 187's, officer-involved cases, in-custody deaths)	\$1,800
External examination	\$800
On scene examination	\$600/hour
Autopsy – infant (SIDS)	\$2,300
Prior and formal case review	\$500
Natural death external evaluation report (NDEER)	\$450
Microscopic examination	Included in case rate
Transcription	Included in case rate

Year 5: July 1, 2021 – June 30, 2022

Service	Fee per case (unless specified by hour)
Autopsy - standard	\$1,500
Autopsy – homicide (e.g., 187's, officer-involved cases, in-custody deaths)	\$1,800
External examination	\$800
On scene examination	\$600/hour
Autopsy – infant (SIDS)	\$2,300
Prior and formal case review	\$500
Natural death external evaluation report (NDEER)	\$450
Microscopic examination	Included in case rate
Transcription	Included in case rate

Exhibit C
Insurance Requirements
Template #5

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

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

1. Workers Compensation and Employers Liability Insurance

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

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

2. General Liability Insurance

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

Office, 2796 Ventura Avenue, Santa Rosa, California 95403 shall be additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.

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

3. Automobile Liability Insurance

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

4. Professional Liability/Errors and Omissions Insurance

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

5. Standards for Insurance Companies

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

6. Documentation

- a.** The Certificate of Insurance must include the following reference: Forensic Pathology Services.
- b.** 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 – 4 above.
- c.** The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees, Attn: Sonoma County Sheriff's Office, 2796 Ventura Avenue, Santa Rosa, California 95403.
- d.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e.** 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.
- f.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

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

8. Material Breach

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



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: May 9, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Susan Klassen, 565-2231

Supervisorial District(s):

Countywide

Title: Sonoma County Transit – Transportation Development Act and State Transit Assistance FY 2017-18 Annual Claim of Funds totaling \$11,051,358.

Recommended Actions:

Approve resolution authorizing the filing of a claim with the Metropolitan Transportation Commission for allocation of Transportation Development Act and State Transit Assistance funds for fiscal year 2017/18 to support Sonoma County Transit and Sonoma County Paratransit services.

Executive Summary:

Each spring, Sonoma County Transit submits its claim to the Metropolitan Transportation Commission for available Transportation Development Act and State Transit Assistance funds for the upcoming fiscal year. While these funds can be used for transit capital purposes, they are largely used to support fixed-route and Americans with Disabilities Act paratransit operations. Sonoma County Transit provides transit services in the unincorporated County, as well as, in the cities of Cloverdale, Cotati, Healdsburg, Rohnert Park, Sebastopol, Sonoma and the Town of Windsor.

Discussion:

In 1971, the State established two funding programs that have become a primary source of transit operating and capital funding assistance for large and small transit systems statewide. The programs, referred to as Transportation Development Act and State Transit Assistance, provide on-going funding support to eligible transit operators.

Transportation Development Act funds represent a quarter percent of the State's base sales tax whose revenues return to the County on a per-capita basis. Sonoma County Transit receives Transportation Development Act funds for the unincorporated area, as well as, from most cities in the county to support Sonoma County Transit and Sonoma County Paratransit services. For fiscal year 2017/18, Sonoma County Transit will receive an estimated \$9,144,105 in Transportation Development Act funds, 48% of which, comes from incorporated area contributions.

State Transit Assistance funds represent a portion of sales tax revenues generated by the sale of diesel fuel. In FY 2017/18, it is projected that Sonoma County Transit will receive \$1,196,450 in State Transit Assistance funding.

Transportation Development Act and State Transit Assistance funds have traditionally been the lifeblood of transit operations funding. For FY 2017/18, these funds represent approximately 63% of the combined fixed-route and paratransit operating budget. Without these critical funding sources, the provision of Sonoma County Transit’s county-wide network of fixed-route and paratransit services, provided today, would not be possible. The balance is comprised of federal funds, local Measure M funds, passenger fares and other miscellaneous grants and revenues.

To ensure fund availability for the upcoming fiscal year, Sonoma County Transit submits its funding claim each year at this time to the Metropolitan Transportation Commission. Sonoma County Transit prepares a Coordinated Claim to illustrate funding agreements in place between jurisdictions to support county provided transit services. The Coordinated Claim is submitted to the Sonoma County Transportation Authority for approval, then to the Board to obtain authorization to file the claim with the Metropolitan Transportation Commission. The Sonoma County Transportation Authority adopted the FY 2017/18 Coordinated Claim on March 27, 2017.

The following summarizes allocation of FY 2017/18 Transit Development Act and State Transit Assistance funds to support County transit programs:

FY 2017/18 Sonoma County Transit Development Act Apportionment:	\$6,720,782
Add: City Allocations Claimed by County:	\$4,357,564
<u>Less: Support for Golden Gate Transit:</u>	<u><\$1,934,241></u>
Total FY 2017/18 Transit Development Act Available:	\$9,144,105

FY 2017/18 State Transit Assistance Available:	\$1,196,450
--	-------------

FY 2017/18 Transit Development Act/State Transit Assistance Combined Available: \$10,340,555

FY 2017/18 Funds Claimed for Operations & Capital:	\$10,340,555
Prior Year funds claimed for use in FY 2017/18:	\$710,803

Total Transit Development Act/State Transit Assistance Claimed for FY 2017/18: \$11,051,358

In summary, the proposed application claims monies for the following Transportation Development Act and State Transit Assistance expenditures:

Operations funding for Sonoma County Transit:	\$8,038,388
Operations funding for Sonoma County Paratransit:	\$2,395,021
Operating Contract with Mendocino Transit Authority:	\$172,200
<u>Capital/Fixed Assets Projects per proposed FY 2017/18 Budget:</u>	<u>\$445,749</u>
Total – this claim:	<u>\$11,051,358</u>

In addition to the above, approximately \$4.0 million in unclaimed Transportation Development Act funds may be called upon during the year to fill deficits from lower than projected Transit Development Act and State Transit Assistance fund generation, higher than anticipated operating costs or as local match for capital projects. These unclaimed funds function as a reserve and are held by the Metropolitan Transportation Commission.

This claim of funds is consistent with Sonoma County Transit’s Recommended FY 2017/18 budget.

Prior Board Actions:

5/10/16 – Board authorized filing a claim with the Metropolitan Transportation Commission for allocation of Transportation Development Act and State Transit Assistance funds for FY 2016/17. 5/9/15 - Board authorized filing a claim with the Metropolitan Transportation Commission for allocation of Transportation Development Act and State Transit Assistance funds for FY 2015/16.

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

The continued support for countywide public transportation provides mobility options for local and intercity travel throughout Sonoma County, via fixed-route and Americans with Disabilities Act paratransit services.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		\$11,051,358	
Additional Appropriation Requested			
Total Expenditures			

Funding Sources

General Fund/WA GF			
State/Federal		\$11,051,358	
Fees/Other			
Use of Fund Balance			
Total Sources		\$11,051,358	

Narrative Explanation of Fiscal Impacts:

The Transportation Development Act and State Transit Assistance funds detailed in this item have been incorporated into the Recommended FY 2017-18 Budget. The total funding allocation of \$11,051,358 comprised of Transit Development Act \$9,144,105, State Transit Assistance \$1,196,450, and \$710,803 in prior year funds claimed for use in FY 2017/18.

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; Sonoma County Transportation Authority approved FY 2017/18 Coordinated Claim for Transportation Development Act and State Transit Assistance funds.			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma
State of California

Date: May 9, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State Of California, authorizing the filing of a claim with the Metropolitan Transportation Commission for allocation of Transportation Development Act (TDA) and State Transit Assistance (STA) funds for Fiscal Year 2017-18.

Whereas, the Transportation Development Act (TDA), (Public Utility Coded Section 99200 et seq.), provides for the disbursement of funds from the Local Transportation Fund of the County of Sonoma for use by eligible claimants for the purpose of approved transit projects; and

Whereas, pursuant to the provisions of the TDA, and pursuant to the applicable rules and regulations thereunder (21 Cal. Code of Regulations 6600 et seq.) a prospective claimant wishing to receive an allocation from the Local Transportation Fund shall file its claim with the Metropolitan Transportation Commission; and

Whereas, the State Transit Assistance (STA) fund is created pursuant to Public Utility Code Section 99310 et seq.; and

Whereas, the STA fund makes funds available pursuant to Public Utilities Code Section 99313.6 for allocation to eligible claimants to support approved transit projects; and

Whereas, TDA funds from the Local Transportation Fund of Sonoma County/STA funds will be required by claimant in Fiscal Year 2017-18 for approved transit projects; and

Whereas, the County of Sonoma is an eligible claimant for TDA and/or STA funds pursuant to PUC Section 99260 as attested by the County of Sonoma Opinion of Counsel dated April 18, 2017.

Now, Therefore, Be It Resolved, that the Director of Transportation and Public Works, or her designee, is authorized to execute and file an appropriate TDA/STA claim together with all necessary supporting documents, with the Metropolitan Transportation Commission for an allocation of TDA and STA funds in Fiscal Year 2017-18.

Resolution #

Date:

Page 2

Be It Further Resolved that a copy of this resolution be transmitted to the Metropolitan Transportation Commission in conjunction with the filing of the claim, and the Metropolitan Transportation Commission be requested to grant the allocations of funds as specified herein.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

FY 2017-18 TDA / STA / Measure M - Fund Summary

1.5

	TDA		STA		MEASURE M		Total TDA / STA / MEASURE M	
Forecasted Revenue:	\$23,700,000	100.00%	\$2,231,069		\$2,370,000	100.00%	\$28,301,069	100.00%
MTC Contributions:	829,500	3.50%	-----		-----		829,500	2.93%
County Administration (Auditor)	45,000	0.19%	-----		-----		45,000	0.16%
Article 3 - Bicycle & Pedestrian Projects	456,510	1.93%	-----		-----		456,510	1.61%
FY 2017-18 Funds to Transit Operators	\$22,368,990	94.38%	\$2,231,069	100.00%	\$2,370,000	100.00%	\$26,970,059	95.30%
Petaluma Transit	1,667,213	7.45%	208,871	9.36%	285,061	12.03%	2,161,145	8.01%
Santa Rosa CityBus	5,965,424	26.67%	788,211	35.33%	829,412	35.00%	7,583,047	28.12%
Sonoma County Transit*	9,144,106	40.88%	1,196,450	53.63%	1,255,527	52.98%	11,596,084	43.00%
Golden Gate Transit	5,592,248	25.00%	37,537	1.68%	-----	-----	5,629,785	20.87%
Totals by Funding Source	\$22,368,990	100.00%	\$2,231,069	100.00%	\$2,370,000	100.00%	\$26,970,059	100.00%
% by Funding Source	82.94%		8.27%		8.79%		100.00%	

I. TDA Funds Available

1.5

		FY 2017-18	SCTA Adopted Coordinated Claim Distribution FY 2016-17
TDA Forecast		\$23,700,000	\$22,800,000
Less:	MTC Administration	118,500	114,000
	MTC Planning	711,000	684,000
	County Administration	45,000	40,000
Subtotal:		22,825,500	21,962,000
Less:	Article 3 Pedestrian/Bicycle Funding (2.0%)	456,510	439,240
Total:	Article 4 and 8 available	\$22,368,990	\$21,522,760

Adopted FY 2017 TDA Estimate:	\$22,800,000
Revised FY 2017 TDA Estimate (1-2017):	\$23,050,000
Auditor's FY 2018 Estimate:	\$23,700,000

% Change- FY 2017 Adopted Estimate vs. FY 2018 Auditor's Estimate:	3.95%
--	-------

II. Distribution of TDA Funds

A. Distribution by Apportionment Area

Area	Population*	Percent	FY 2017-18 Apportionment	FY 2016-17 Apportionment	Difference
Cloverdale	8,825	1.7581%	\$393,272	\$377,671	\$15,601
Cotati	7,153	1.4250%	318,762	318,600	162
Healdsburg	11,699	2.3307%	521,347	506,871	14,476
Petaluma	60,375	12.0279%	2,690,514	2,582,282	108,232
Rohnert Park	42,003	8.3678%	1,871,796	1,781,532	90,264
Santa Rosa	175,667	34.9963%	7,828,315	7,506,183	322,132
Sebastopol	7,527	1.4995%	335,429	325,583	9,846
Sonoma	10,865	2.1645%	484,181	474,170	10,011
Windsor	27,031	5.3851%	1,204,593	1,185,534	19,059
County	150,814	30.0451%	6,720,782	6,464,335	256,447
Total	501,959	100.0000%	\$22,368,990	\$21,522,761	\$846,229

* California Department of Finance - January 1, 2016 - Based on published population by entity - Table E-1.

B. Funds allocated to Golden Gate Transit for regional transit services:

Area	Distribution	FY 2017-18 Allocation	FY 2016-17 Allocation
Cloverdale	10.07735%	\$39,631	\$38,140
Cotati	28.78000%	91,740	92,684
Healdsburg	10.07735%	52,538	50,941
Petaluma	28.78000%	774,330	750,321
Rohnert Park	28.78000%	538,703	517,874
Santa Rosa	25.00000%	1,957,079	1,875,715
Sebastopol	10.07735%	33,802	32,839
Sonoma	10.07735%	48,793	47,674
Windsor	10.07735%	121,391	119,634
County	28.78000%	1,934,241	1,878,511
Total		\$5,592,248	\$5,404,333
		25.00%	25.00%
		of County TDA	

**C. Contribution to Sonoma County Transit for intercity services between Petaluma and Santa Rosa:
 (Sonoma County Transit Routes 44 & 48)**

Area	FY 2017-18		
	Percent of Route Budget*	Fixed-Route Allocation	Paratransit Allocation**
Petaluma	14.64%	\$207,476 (1)	\$41,495

* Cotati and Rohnert Park contributions to Sonoma County Transit Routes 44 & 48 are included in Section D.

(1) - includes contribution for maintenance of the Petaluma Transit Mall.

** Assumes 20% of fixed-route contribution for ADA complementary paratransit services.

D. Funds allocated to support intercity Sonoma County Transit/Paratransit services:

Area	FY 2016-17			FY 2017-18			
	Total Contribution	80% Fixed Route	20% Paratransit	Percent of TDA	Total Contribution	80% Fixed Route	20% Paratransit
Cotati	\$181,421	\$145,137	\$36,284	Remainder	\$178,062	\$142,450	\$35,612
Sebastopol	143,028	114,422	28,606	Remainder	143,587	114,870	28,717
Healdsburg	285,619	228,495	57,124	Remainder*	289,926	231,941	57,985
Cloverdale	232,465	185,972	46,493	Remainder*	239,057	191,246	47,811
Windsor	767,385	613,908	153,477	Remainder	763,519	610,815	152,704
Rohnert Park	470,185	376,148	94,037	Remainder	494,556	395,645	98,911
Sonoma	204,437	163,550	40,887	Remainder	202,625	162,100	40,525
Total	\$2,284,540	\$1,827,632	\$456,908		\$2,311,332	\$1,849,066	\$462,266

E. Other contract services between apportionment areas:

Area	FY 2017-18 Contribution	Claiming Agency	Purpose	FY 2016-17 Contribution
Cloverdale	\$114,583	County	Local Route 68	\$110,232
County				
County	94,188	Santa Rosa	Support for Santa Rosa Transit Mall Operations	90,611
Cotati Total FR * PT	48,960	County		47,101
Cotati*	39,168	County	Local Routes 10 & 11	37,681
Cotati**	9,792	County	Local Paratransit Contribution**	9,420
Healdsburg	178,883	County	Local Route 67	172,090
Rohnert Park FR & PT Total	838,537	County		806,694
Rohnert Park*	670,830	County	Local Routes 10,11,12,14	645,355
Rohnert Park**	167,708	County	Local Paratransit Contribution**	161,339
Sebastopol FR & PT Total	158,040	County		152,038
Sebastopol*	126,432	County	Local Route 24	121,631
Sebastopol**	31,607	County	Local Paratransit Contribution**	30,407
Sonoma FR & PT Total	232,763	County		223,924
Sonoma*	186,211	County	Local Routes 32 & 34	179,140
Sonoma**	46,552	County	Local Paratransit Contribution**	44,784
Windsor FR & PT Total	319,683	County		307,543
Windsor*	255,747	County	Local Route 66 ***	246,035
Windsor**	63,936	County	Local Paratransit Contribution**	61,508

* Contributions assume a 3.95% change over FY 2016-17 (from page 1).

** Assumes 20% of fixed-route contribution for ADA complementary paratransit services.

*** Includes contribution for maintenance of the Windsor Intermodal Facility.

F. Paratransit Contributions

See paratransit contributions detailed in Section II, C,D,E and summarized in Section III column F.

Prior-Year Revenue Adjustment*

*Prior year revenue adjustments are reflected in "Prior Year TDA Funds Available" on page 4. Balances are in accordance with MTC's Regional Fund Estimate dated February 22, 2017.

IV. Distribution of TDA Article 3 Pedestrian/Bicycle Funds

Area	FY 2017-18		Current-Year Funds Available
	Population	Apportionment	
Cloverdale	1.7581%	\$8,026	
Cotati	1.4250%	6,505	
Healdsburg	2.3307%	10,640	
Petaluma	12.0279%	54,908	
Rohnert Park	8.3678%	38,200	
Santa Rosa	34.9963%	159,762	
Sebastopol	1.4995%	6,845	
Sonoma	2.1645%	9,881	
Windsor	5.3851%	24,584	
County	30.0451%	137,159	
Total	100.0000%	\$456,510	\$0

Article 3 Summary

Projected FY 2017-18 Apportionment	\$456,510
- Other	
FY 2017-18 Article 3 Funds Available for Distribution	456,510
Projected Prior-Year Fund Balance*	745,716
Total Article 3 Funds Available	\$1,202,226

* Per MTC Regional Fund Estimate 02-22-17.
 Article 3 claimants should confirm their prior-year balance with SCTA prior to submitting a claim to MTC.

III. Summary of TDA Fund Activity

1.5

Agency	A. FY 2017-18 TDA Apportionment	B. FY 2017-18 Contributions to GGT	C/D. FY 2017-18 Contributions to SCT	E. +/- FY 2017-18 Contract Services	F. FY 2017-18 Contributions to SC Paratransit	Projected FY 2017-18 TDA Entitlement	Projected Prior-Year TDA Funds Available*	Projected Total TDA Funds Available
Cloverdale	\$393,272	(\$39,631)	(\$191,246)	(\$114,583)	(\$47,811)	\$0	\$0	\$0
Cotati	318,762	(91,740)	(142,450)	(39,168)	(45,404)	0	0	0
Healdsburg	521,347	(52,538)	(410,824)	----	(57,985)	0	0	0
Petaluma	2,690,514	(774,330)	(207,476)	----	(41,495)	1,667,213	729,828	2,397,041
Rohnert Park	1,871,796	(538,703)	(395,645)	(670,830)	(266,619)	0	0	0
Santa Rosa	7,828,315	(1,957,079)	----	94,188	----	5,965,424	1,959,197	7,924,621
Sebastopol	335,429	(33,802)	(114,870)	(126,432)	(60,325)	0	0	0
Sonoma	484,181	(48,793)	(162,100)	(186,211)	(87,077)	0	0	0
Windsor	1,204,593	(121,391)	(610,815)	(255,747)	(216,640)	0	0	0
County	6,720,782	(1,934,241)	2,235,424	1,298,784	823,356	9,144,106	4,988,483	14,132,589
GGT	----	5,592,248	--	--	--	5,592,248	78,639	5,670,887
Total	\$22,368,990					\$22,368,990	\$7,756,147	\$30,125,138

* From MTC's Regional Fund Estimate dated 02-22-17. Claimants should confirm prior-year balances with MTC prior to submitting a claim for prior-year funds.

Measure M Transit Distribution

FY 2017-18	TDA Forecast	\$23,700,000
FY 2017-18	Measure M Forecast	\$23,700,000

Measure M Distribution to Transit (19%)	\$4,503,000
- Distribution for Bicycle & Pedestrian Projects (4%)	948,000
- Distribution to SMART (5%)	1,185,000
- Distribution to Transit Operators (10%)	2,370,000

Distribution to Transit Operators based on TDA Population Percentages

		Distribution
Petaluma Transit	12.0279%	285,061
Santa Rosa CityBus	34.9963%	829,412
Sonoma County Transit	52.9758%	1,255,527
Total	100.0000%	\$2,370,000

Consolidated Summary of Claims by Eligible Operator

1.5

Apportionment Area / Claimant	A. FY 2017-18 TDA Apportionment	Initial Distribution Percent	B. FY 2017-18 Contributions to GGT Subtotal	Distribution Percent after GGT Contribution	C/D. FY 2017-18 Contributions to SCT	E. +/- FY 2017-18 Contract Services	F. FY 2017-18 Contributions to SC Paratransit	G. Projected FY 2017-18 TDA Entitlement	Coordinated Claim Distribution Percent	H. Projected Prior-Year TDA Funds Available*	I. Projected Total TDA Funds Available
Petaluma - Petaluma Transit	2,690,514	12.03%	(774,330) 1,916,184	8.57%	(207,476)	----	(41,495)	1,667,213	7.45%	729,828	2,397,041
Santa Rosa - Santa Rosa CityBus	7,828,315	35.00%	(1,957,079) 5,871,237	26.25%	----	94,188	----	5,965,424	26.67%	1,959,197	7,924,621
County - Sonoma County Transit	11,850,160	52.98%	(2,860,839) 8,989,322	40.19%	207,476	(94,188)	41,495	9,144,105	40.88%	4,988,483	14,132,588
GGT - Golden Gate Transit	----	----	5,592,248 5,592,248	25.00%	----	----	----	5,592,248	25.00%	78,639	5,670,887
Total	\$22,368,990	100.00%	\$22,368,990	100.00%				\$22,368,990	100.00%	\$7,756,147	\$30,125,137

* From MTC's Regional Fund Estimate dated 02-22-17. Claimants should confirm prior-year balances with MTC prior to submitting a claim for prior-year funds.

Claim Summary by Apportionment Area - FY 2017-18 TDA Funds

Claimant	Petaluma Apportionment Area	Santa Rosa Apportionment Area	Sonoma County Apportionment Area***	FY 2017-18 TDA Entitlement
Petaluma - Petaluma Transit	1,667,213			1,667,213
Santa Rosa - Santa Rosa CityBus		5,871,237	94,188	5,965,424
County - Sonoma County Transit	248,971		8,895,134	9,144,105
GGT - Golden Gate Transit	774,330	1,957,079	2,860,839	5,592,248
Total by Apportionment Area	\$2,690,514	\$7,828,315	\$11,850,160	\$22,368,990

Sonoma County

STA Coordinated Claim

per MTC Regional Fund Estimate dated 02-22-17

Updated 02-27-17

SCTA Approved Claim - 03-27-2017

STA

Projected FY 2018 STA Funds Available for Allocation - By Operator

1.4

Entity	Distribution				Total FY 2018 Funds Available for Allocation
	Population-Based	Regional Paratransit	Revenue-Based		
Petaluma Transit	\$157,186	\$40,634	\$11,051		\$208,871
Santa Rosa CityBus	571,686	118,227	\$98,298		788,211
Sonoma County Transit*	904,689	178,967	\$112,793		1,196,450
Golden Gate Transit	---	37,537	---		37,537
Total	\$1,633,561	\$375,365	\$222,142		\$2,231,068

* includes City of Healdsburg Revenue-Based funds

Projected FY 2018 STA Revenue Estimate

1.4

Operator	Population*	% Population	Distribution			
			Population-Based	Regional Paratransit	Revenue-Based	Total
Petaluma Transit	60,375	12.0279%	\$196,483	\$45,148	\$11,051	\$252,682
Santa Rosa CityBus	175,667	34.9963%	571,686	131,364	\$98,298	801,347
Sonoma County Transit	265,917	52.9758%	865,393	198,853	\$112,793	1,177,038
Golden Gate Transit	---	---	---	---	---	---
Total	501,959	100.0000%	\$1,633,561	\$375,365	\$222,142	\$2,231,068

* California Department of Finance - January 1, 2016 - Based on published population by entity - Table E-1.

STA Population-Based Fund Summary

		Total	Distribution by Operator		
			Petaluma Transit	Santa Rosa CityBus	Sonoma County Transit
FY 18	Funds Available	\$1,633,561	\$196,483	\$571,686	\$865,393
FY 18	Allocation to Sonoma County Transit		(39,297)	---	39,297
FY 18	Total Funds Available	\$1,633,561	\$157,186	\$571,686	\$904,689

FY 2018 Multi-Jurisdictional STA Project List (Population-Based Funds)

Claimant			Total	Distribution by Operator		
				Petaluma Transit	Santa Rosa CityBus	Sonoma County Transit
ADA Implementation	SCT	\$39,297	\$39,297	---	\$39,297	
Total		\$39,297	\$39,297	---	\$39,297	

STA Regional Paratransit Fund Summary

Claimant		Total	Distribution by Operator		
			Petaluma Transit	Santa Rosa CityBus	Sonoma County Transit
FY 18	Funds Available	\$375,365	\$45,148	\$131,364	\$198,853
FY 18	Regional ADA Support	GGT (37,537)	(4,515)	(13,136)	(19,885)
FY 18	Total Funds Available	\$337,829	\$40,634	\$118,227	\$178,967



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: May 9, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Susan Klassen 707-565-2231

Supervisorial District(s):

Fifth

Title: Transit Services Agreement - Mendocino Transit Authority

Recommended Actions:

Approve and authorize Chair to execute agreement with Mendocino Transit Authority to provide transit services in the northern coastal area of Sonoma County for a not-to-exceed amount of \$172,200 for the period of July 1, 2017 thru June 30, 2018.

Executive Summary:

The Mendocino Transit Authority currently provides transit services on behalf of Sonoma County Transit for the coastal communities of Point Arena, Gualala, The Sea Ranch, Jenner, Bodega Bay, and Bodega. The morning eastbound route begins in Point Arena and connects residents in these small remote communities with destinations in Sebastopol and Santa Rosa, returning them home in the afternoon via the westbound route. The requested action provides for continuation of these services in fiscal year 2017-18.

Discussion:

This proposed agreement provides continued support for Sonoma Coast transit services provided by Mendocino Transit Authority for fiscal year 2017-18. Mendocino Transit Authority's Route 95 provides daily service that originates in Point Arena and travels Highway 1 thru Gualala, The Sea Ranch, Jenner and Bodega Bay, then continues east to Bodega, Sebastopol and Santa Rosa, serving the Downtown Santa Rosa Transit Mall, Coddington Shopping Center and the Sonoma County Airport. Mendocino Transit Authority's Route 95 primarily serves coast area residents as it travels into Santa Rosa in the morning and returns to the coast in the afternoon.

The proposed agreement allows for reimbursement to Mendocino Transit Authority in a not to exceed amount \$172,200. Each county (Sonoma and Mendocino), contributes a percentage of the operations deficit for Mendocino Transit Authority's service based on ridership. The operations deficit represents Mendocino Transit Authority's operating costs less passenger fares. Sonoma County's contribution percentage is 56%. The projected FY 2017-18 route deficit is \$307,500. Route 95 is a long established route that has been supported by Sonoma and Mendocino counties since the 1980's. Funding

participation by the two counties provides for a cost effective means of providing daily transit service within one of the most rural areas of Sonoma County.

The proposed FY 2017-18 budget is unchanged from FY 2016-17.

Funding for this agreement is included within the Recommended FY 2017-18 Transit Division budget and is consistent with Sonoma County Transit’s FY 2017-18 Transportation Development Act/State Transit Assistance funding claim to the Metropolitan Transportation Commission.

Prior Board Actions:

5/10/16 – Board approved FY 2016-17 agreement in the amount of \$172,200.

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

The provision of public transit services assists the County’s goals of providing safe, healthy and caring community by providing low-cost mobility options that link all areas of Sonoma County and provide access to major medial, educational and commercial destinations.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		\$172,200	
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal		\$172,200	
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		\$172,200	

Narrative Explanation of Fiscal Impacts:

Appropriations included in Recommended FY 2017-18 Transit Division budget. To be funded with Transportation Development Act and State Transit Assistance funds as requested in the Coordinated Claim.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Agreement			
Related Items “On File” with the Clerk of the Board:			

**2017-18 AGREEMENT
BETWEEN THE COUNTY OF SONOMA
AND MENDOCINO TRANSIT AUTHORITY**

The following is an Agreement, dated as of July 1, 2017 (“Effective Date”), by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”), and Mendocino Transit Authority Joint Powers Agency (hereinafter “MTA”). For purposes of this Agreement, County and MTA shall be jointly referred to as “Parties” or “the Parties” and singularly as “Party.”

RECITALS

WHEREAS, California Public Utilities Code section 99288 authorizes the Parties to enter into this Agreement; and

WHEREAS, MTA represents that it operates a bus transit system in compliance with all relevant laws, regulations, and other applicable restrictions; and

WHEREAS, the Transportation Development Act requires that at least 10% of the Operating Cost be obtained from Farebox Revenue; and

WHEREAS, MTA and County wish to continue providing transit service in the North Coastal area between Point Arena and the city of Santa Rosa, known as MTA Route 95.

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

AGREEMENT

1. Definitions. For purposes of this Agreement, the terms shall have the following meanings:

- (a) “Day” or “day” means calendar day.
- (b) “Farebox Revenue” means all revenues collected from fare paying passengers either in the form of cash or pass sales revenue.
- (c) “Local Fare” means the passenger fare paid to travel a “local” zone as illustrated in Exhibit “A.”
- (d) “Operating Costs” means total costs of operating a public transit route including labor, fuel, maintenance, administration and depreciation.
- (e) “Route Costs” means the operating cost of operating a specific route within a transit system’s collection of routes.
- (f) “Route Deficit” means operating cost less all applicable Farebox Revenue.

2. Service to be Provided. MTA agrees to provide general public and disabled accessible transit service per the route and schedule set forth in Exhibit “A” attached hereto and incorporated herein by reference. MTA shall make available to its patrons a printed schedule which indicates that part of the service which is subsidized by County.

MTA shall provide daily round trip services every day, except for the following holidays: Thanksgiving Day, Christmas Day, and New Year’s Day.

3. Fares. A minimum Local fare within Sonoma County shall be at least \$1.50 for regular/adult; \$1.25 for youth (18 and under); and \$0.75 for senior and disabled. MTA shall honor transfers from Sonoma County Transit for satisfaction of a Local fare. Sonoma County Transit shall accept MTA transfers for satisfaction of a First-Zone (base) fare. Fares may only be changed by the written, mutual consent of all Parties to this Agreement. Current fares are shown in Exhibit "A."

4. Changes in Service. Any Party may propose a change in service. MTA shall review any proposed change in service to determine the estimated cost and compatibility of the proposed change with MTA's overall bus system operation. A change in service will be put into effect only upon the written approval of both Parties; except that MTA may, at its sole discretion, make such temporary changes as are required by conditions beyond the control of MTA or make minor operational changes in service that do not increase County's payment obligation. MTA shall promptly notify County, in writing, of temporary changes or operational changes in service made at the sole discretion of MTA.

5. Route Costs. The total Operating Costs of this service, including applicable labor, consumable costs, insurance, depreciation, overhead and administrative costs shall be determined by MTA on an actual cost basis in accordance with generally accepted accounting procedures for public transit service. Operating Costs shall not include any expense or charge which is not eligible for reimbursement under the provisions of Section 99400(C4) of the California Public Utilities Code.

County shall contribute to these Route Costs based on a residency survey of riders. County will be responsible for conducting the survey within Sonoma County.

6. Fare Distribution and Satisfaction of Farebox Requirement. The fares collected on Route 95 shall be credited to that route. Revenues shall be applied against Operating Costs based on the residency survey or riders.

7. Route Deficit. The Route Deficit shall be equal to the Route Costs determined in Section 5 less applicable Farebox Revenue determined pursuant to Section 6 and shared by the Parties per Section 5. The split of deficit between Parties shall be 56% to County and 44% to MTA based on previous surveys.

8. Payment Obligation. County's payment obligation shall not exceed 56% of the Route Deficit for the daily Point Arena to Santa Rosa service. County's total payment(s) under this Agreement shall not exceed \$172,200.

County will apply to Metropolitan Transportation Commission (MTC) for \$172,200 in Transportation Development Act (TDA) or State Transit Assistance (STA) funds for payment for services under this Agreement. County will notify MTA if County's TDA/STA request is denied by MTC.

Payment by County for service by MTA is contingent upon MTC's approval of County's TDA claim and availability of TDA funds for this service.

9. Reporting and Information Requirements. MTA shall provide a written report to County every month for the previous month. This report shall include the financial and operating data for

all services provided under this Agreement and a detailed itemization of operating data, expenses, and revenues on the form shown as Exhibit “B” and applicable back-up data as requested. MTA shall provide this report to County within twenty (20) days following the end of each month. If MTA fails to timely file a monthly report or reports, County may, in its sole discretion, withhold any payment or payments required by this Agreement.

MTA shall also provide any other information or documents that may be required to comply with National Transit Database reporting requirements and the Transportation Development Act, as amended, and by the regulations in Title 21, Chapter 3, of the California Administrative Code, as amended, to County within twenty (20) days of any County request for this information.

10. Payment. County shall pay MTA for services provided on or before the 15th day of each month, beginning July 2017 through June 2018. County’s monthly payment shall never exceed \$14,350 and County’s aggregate annual payment under this Agreement shall not exceed \$172,200. All County payments shall comport with Sonoma County Board of Supervisors’ Resolution No. 62627, dated December 19, 1978.

11. Term. The term of this Agreement is July 1, 2017, through June 30, 2018. This Agreement shall automatically terminate at midnight on June 30, 2018.

12. Insurance. MTA shall maintain and shall require all its subcontractors to maintain insurance as described below:

A. Worker's Compensation Insurance. Worker's compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

“This policy shall not be canceled or materially changed without first giving thirty (30) days’ prior written notice to the County of Sonoma, Department of Transportation and Public Works.”

B. General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$5,000,000 combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

(1) “The County of Sonoma, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.”

(2) “The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.”

(3) “The insurance provided herein is primary coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by County.”

(4) “This policy shall not be canceled or materially changed without first giving thirty (30) days’ prior written notice to the County of Sonoma, Department of Transportation and Public Works.”

C. Automobile Liability Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than \$5,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

“The County of Sonoma, its officers and employees, is named as additional insured for liability arising out of the ownership, maintenance, use, loading or unloading of an automobile in the performance of this agreement.

The insurance provided to County is primary and non-contributory with respect to any insurance or self-insurance program maintained by County.

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Transportation and Public Works.”

D. Documentation. The following documentation shall be submitted to the County:

(1) Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement.

(2) Signed copies of specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon County’s written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of County’s request.

(4) After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

E. Policy Obligations. MTA's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

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

13. Statutory Compliance/Living Wage Ordinance. MTA agrees to comply, and to ensure compliance by its sub-consultants 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, MTA expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

14. Substitute Vehicle(s). The County shall make no provisions for substitute vehicles for services provided under this agreement.

15. Indemnification. County agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release MTA, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including County, arising out of or in connection with the performance of County hereunder, but excluding liability due to the sole active negligence or sole willful misconduct of MTA. 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 County or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

MTA agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including MTA, arising out of or in connection with the performance of MTA hereunder, but excluding liability due to the sole active negligence or sole willful misconduct of County. 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 MTA or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

16. Assignment. No Party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other Parties shall have so consented in writing.

MTA offers and agrees and shall assign to County, and agrees to require its subcontractors to offer and agree to assign to County, all rights, title, and interest in and to all causes of actions it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Agreement or any subcontracts entered into hereunder. This assignment shall be made and become effective at the time County tenders final payment to MTA, without further acknowledgement of the Parties.

17. 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:

MTA: Mendocino Transit Authority
Attention: General Manager
241 Plant Road
Ukiah, CA 95482
PHONE: 707-462-5765
FAX: 707-462-1760

County: Sonoma County Transit
Attention: Transit Systems Manager
355 West Robles Avenue
Santa Rosa, CA 95407
PHONE: 707-585-7516
FAX: 707-585-7713

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, 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, (2) the sender has a written confirmation of the facsimile transmission, and (3) the facsimile 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 section.

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

19. Nondiscrimination. MTA shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by reference.

MTA shall not engage in, tolerate or practice any form of discrimination in determining the grant of services to eligible patrons. The system shall operate on a first-come, first-served basis without preference to the type of trip (i.e., medical, social, work, or other). County residents as well as out-of-County visitors shall be eligible for service. No restrictions or priorities based on trip purpose will be permitted.

20. Right to Monitor and Audit. County or its agents and the regional governments shall have the right to monitor and audit all work performed under this Agreement.

County will notify MTA in writing within thirty (30) days of any potential exception(s) discovered during such examination. Where such findings indicate that program requirements are not being met and funding agency participation in this program may be imperiled, such written notification will constitute the County's intent to terminate this Agreement in the event that corrections are not accomplished by MTA within sixty (60) days.

21. Compliance with Laws and Regulations. MTA shall comply with any federal, state, and local laws and regulations or requirements of funding agencies such as federal alcohol/drug testing, DMV Pull-Notice System for Drivers, and any other matters that impact eligibility for funding, risk exposure, safety, or other relevant area of endeavor.

MTA shall indemnify, protect, defend, and hold harmless County and its officers, agents, and employees from all fines, penalties, and liabilities imposed upon County under any such laws, rules, and regulations by any public agency, authority, or court having jurisdiction over the Parties hereto, when the imposition of same is attributed to the failure of MTA to keep fully informed and to comply with obligations in this regard.

22. Senior and Disabled Certification. MTA shall offer reduced fares to senior citizens and disabled persons. Fares for senior citizens and disabled persons shall not exceed 50% of the regular adult fare. MTA shall honor the federal Medicare identification card or the DMV senior citizen identification card as well as the Regional Connection Discount Card.

23. Status of MTA. The Parties intend that MTA, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. MTA is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits County provides its employees.

24. Right to Adequate Assurance of Performance. Each Party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either Party, the other may, in writing, demand adequate assurance of due performance and until it receives such assurance 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 of a Party with respect to other Agreements with Parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved Party's right to demand adequate assurance of future performance. Nothing in this Section 24 limits County's right to terminate this Agreement pursuant to Section 33.

25. Retention of Records. MTA and County agree to retain all documents relevant to this Agreement for four years from the termination of the contract or until all federal/state audits are complete for this fiscal year, whichever is later. Except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case MTA agrees to maintain same until County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 CFR 18.39(i)(11). Upon request, MTA shall make available these records to County, state, or federal government personnel.

26. Conflict of Interest. MTA 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. MTA further covenants that in the performance of this Agreement no person having any such interests will be employed. In addition, if requested to do so by County, MTA shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with the Sonoma County Clerk disclosing MTA's or such other person's financial interests.

27. Conflict of Transportation Interest. MTA shall not divert any revenues, passengers, or other business from County's project to any other transportation operation of MTA.

28. Americans with Disabilities Act (ADA) Compliance. MTA shall assume full responsibility and liability associated with ADA compliance associated with provision of this contracted service. It is the understanding of both Parties that this service is a limited intercity commute route, not requiring complementary paratransit services.

MTA shall provide a fully accessible fixed-route service including well-maintained wheelchair devices, tiedowns, communication systems, training, and related requirements identified by the Federal Transit Administration. County will assume no liability for failure by MTA to satisfy these requirements. County has entered this Agreement with the understanding that MTA will fully comply with the ADA.

29. Public Information Services. MTA shall provide public telephone services Monday through Friday, between 8:00 AM and 5:00 PM in accessible formats. A telephone answering system will record messages on weekends and off-hours and provide recorded information.

30. Emergency Procedures. In the event of a local emergency that has been declared in accordance with the Sonoma County Code, upon the request of the Director of the Office of Emergency Services, MTA shall make transportation and communication resources available to the degree possible for emergency assistance. MTA shall follow instructions of the Director of the Office of Emergency Services and inform County Transportation and Public Works of actions being taken. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. MTA shall be reimbursed in accordance with the normal "Price Formula" and "Payment" or, if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable, and prompt reimbursement of MTA's actual costs. Reimbursement for such emergency services shall be over and above "Maximum Obligation" of this Agreement. Immediately after the emergency ceases, MTA shall reinstitute normal transportation services. It is understood that operational funding provided in this contract cannot be expended to support emergency services.

31. Additional Services. Additional services outside the description and level of services indicated in this Agreement may be considered. Any additional services shall be authorized in writing and in advance of service delivery by MTA and County. Additional services will then be paid for by County per the rates indicated in the payment section on an individual occurrence (i.e., case-by-case) basis. The estimated number of service hours and other service factor such as increased fixed fees shall be mutually determined prior to service performance and not be exceeded by MTA.

County's Transit Systems Manager is authorized to obtain additional services up to an aggregate of 10% of this Agreement's maximum compensation. Otherwise, a contract amendment must be approved by the Sonoma County Board of Supervisors. It is understood that County is free to obtain additional services from sources other than MTA, but only after consultation and negotiation with MTA.

32. Disputes. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the County Transportation and Public Works Director ("Director") or the Director's designee.

The Director shall reduce his or her decision to writing and mail or otherwise furnish a copy thereof to MTA. The Director's decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal or administrative or judicial proceeding under this clause, MTA shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, MTA shall proceed diligently with the performance of this Agreement and in accordance with the Director's decision.

This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in this Agreement shall be construed as making final the decision of administrative official, representative, or board on a question of law.

33. Termination.

A. Termination Without Cause. County shall have the right, in its sole discretion, to terminate this Agreement at any time and without cause, by giving ninety (90) days' written notice to MTA. In the event of termination without cause, County shall pay MTA for services rendered to that date.

B. Termination for Default. If MTA fails to deliver or perform services or comply with any provision of this Agreement, County may terminate this Agreement for cause or breach. County shall serve a written notice of termination for cause on MTA, setting forth the manners in which MTA is in default. MTA will only be paid the contract price for services and supplies delivered and accepted as performed in the manner set forth in this Agreement.

If County subsequently determines that MTA had an excusable reason for not performing, such as a strike, fire, or other events not the fault of or are beyond the control of MTA, County, after setting up a new delivery of performance schedule, may allow MTA to continue work or treat the termination as a termination for convenience.

C. Opportunity to Cure. In the case of a termination for breach or default, County, in its sole discretion, may allow MTA a set period of time, depending on default, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If a satisfactory remedy is not reached within the time period, County shall have the right to terminate without further obligation to MTA. Any such termination for default shall not in any way operate to preclude County from also pursuing all available remedies against MTA and its sureties for said breach or default.

D. Waiver of Remedies for Any Breach. In the event that County elects to waive its remedies for any breach by MTA of any covenant, term, or condition of this Agreement, such waiver by County shall not limit County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

34. 13(c) Obligations. MTA agrees to comply with the labor protection obligations of County pursuant to Section 13(c) of the Federal Transit Act (49 U.S.C. Section 5333(b)), as set forth in the 13(c) protective conditions attached to this Agreement as Exhibit "C." MTA shall be liable for any 13(c) claims or obligations that are created by acts or omissions of MTA that are not directed by County. County will be responsible for 13(c) claims resulting from its acts or omissions, or

actions taken by MTA pursuant to County's direction. MTA shall cooperate with County in the resolution or defense of 13(c) claims or disputes for which County has responsibility related to this Agreement and services.

MTA shall not take any action which is contrary to the interests of County under 13(c) or its 13(c) protective conditions relating to the termination of services under this Agreement, any future transition to another service provider, or any other action or event relating to this Agreement. If MTA fails to comply with this obligation, MTA shall be liable for any costs incurred by County associated with any 13(c) claims or disputes.

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

36. School Bus Operations. Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 205, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

37. Drug and Alcohol Testing. MTA agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. MTA agrees further to certify annually its compliance with Part 655 before March 15 and to submit the Management Information System (MIS) reports before March 15 to County Transit Systems Manager and FTA Office of Safety and Security. To certify compliance, MTA shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

38. Binding Agreement. All Parties hereto acknowledge that it or they are represented by an attorney; that it or they have had an opportunity to discuss this Agreement with their attorney; and it or they are fully aware of the contents of this Agreement and acknowledge that it is a legal and binding agreement.

39. Further Acts. The Parties shall execute and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

40. 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 forum nearest to the city of Santa Rosa, in the County of Sonoma.

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

42. No Waiver. 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.

43. 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.

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

45. Counterparts. This Agreement may be executed in counterparts or by facsimile.

46. Recitals. The Recitals set forth above are true and correct.

47. Incorporation of Exhibits. All Exhibits hereto are incorporated as if fully set forth herein by this reference.

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

MENDOCINO TRANSIT AUTHORITY
JOINT POWERS AGENCY

COUNTY OF SONOMA

By: _____

By: _____

Chairman, Board of Supervisors

Name: _____

ATTEST:

Title: _____

By: _____

County Clerk

APPROVED AS TO FORM FOR MTA:

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

By: _____

By: _____

Department Head

APPROVED AS TO FORM FOR
COUNTY:

By: _____

County Counsel

Exhibit "A"

Route 95 Schedule

SOUTH MENDOCINO COAST BUS Route 95

POINT ARENA - SANTA ROSA

MONDAY THROUGH SATURDAY		SUNDAY ONLY	Bus Stop	DAILY
SOUTH ↓ MORNING	8:00 <small>Theater</small>	10:00	POINT ARENA	7:05 <small>Pharmacy</small>
	8:15	10:15	ANCHOR BAY	6:50
	8:30	10:30	GUALALA (Sundstrom Mall)	6:45
	8:35	10:35	SEA RANCH APTS.	By Request
	8:45	10:45	SEA RANCH (Lodge)	<small>THE BUS REMAINS ON HWY. 1 UNLESS PASSENGERS ARE DEEMBARING AT THIS STOP.</small>
	8:50	10:50	STEWARTS POINT (Store)	6:20*
	9:10*	11:10*	FORT ROSS STORE	6:00*
	9:40 <small>Post Office</small>	11:40	JENNER	5:30 <small>Store</small>
	10:15 <small>Spud Point Marina</small>	12:15	BODEGA BAY	5:00*
	10:20 <small>Post Office</small>	12:20	BODEGA	4:50* <small>Bodega Store</small>
	10:35*	12:35*	FREESTONE (Turnoff)	4:45*
	10:45*	12:45*	SEBASTOPOL <small>(Transit Stop at Main & Bodega)</small>	4:35
	By Request		AMTRAK BUS <small>On Railroad St. at Courtyard by Marriott</small>	4:20
	11:00	1:00	2ND ST. TRANSIT MALL <small>Connections with Golden Gate and Sonoma Transit</small>	4:15
By Request		CODDINGTOWN (Library)	4:00	
By Request <small>For an additional fee</small>		SONOMA CO. AIRPORT <small>Connections with Sonoma Co. Airport Express</small>	3:45	

*Flag (wave) Stop Only - Always flag (wave at) the Bus!

CONNECTIONS

TO SAN FRANCISCO VIA THE COAST BUS & GOLDEN GATE TRANSIT (GGT): Bus passengers bound for San Francisco may transfer at the 2nd St. Transit Mall to a # 80 Golden Gate Transit bus. Golden Gate Transit runs every hour.

FROM SAN FRANCISCO TO THE COAST VIA GGT & COAST BUS: GGT operates # 80 buses between downtown San Francisco & downtown Santa Rosa at frequent intervals. Please phone (707) 541-2000 for special timetables.

TO SAN FRANCISCO / OAKLAND AIRPORTS: The bus will drop off passengers at the Sonoma Co. Airport in the morning by request for an additional fee, and will pick up passengers at the Sonoma County Airport in the afternoon (a regular stop).

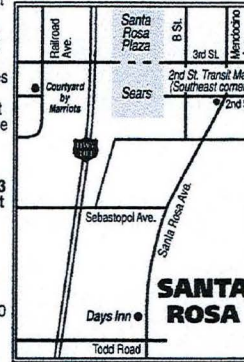
TO AMTRAK BUS: The Bus will deliver you to the Amtrak stop at Railroad St./3rd St. (Courtyard by Marriott). Returning passengers meet the bus in the afternoon at the same stop. Traffic conditions in the Bay Area can cause the Golden Gate Transit and the Airporters to run late. Please take this into consideration when making your travel plans. MTA's bus departs promptly at the scheduled times

HOLIDAY SERVICE: No Point Arena / Santa Rosa Bus service on Thanksgiving Day and Christmas Day.

Drop offs available within a 3 mile radius of 2nd St. Transit Mall on a first-come, time-permitting basis. \$1.00 per person

TO SONOMA CO. AIRPORT: The bus will take you to the Airport for an extra fee of \$2.50

You may flag (wave at) the bus at any safe pullout. No reservations are needed.



Service to Santa Rosa is jointly funded by Sonoma County Transit and Mendocino Transit Authority.

FARES ONE - WAY

SANTA ROSA to:	REGULAR	STUDENT
Bodega Bay	\$3.50	\$3.00
Fort Ross Stewarts Point	\$6.50	\$5.00
Sea Ranch Gualala Point Arena	\$8.00	\$6.25
ONE WAY		

Fares subject to Change
50% Discount for Senior or Disabled (With Discount Card)

South Mendocino Coast Bus Service

Servicio de autobús de la costa al sur Mendocino

Effective August 2011

Route 75

Gualala • Ukiah • Ft. Bragg
Monday - Saturday
Lunes - Sabado

No Saturday Service to Ft. Bragg

Route 95

Point Arena - Santa Rosa
7 Days a Week
7 días a la semana



800-696-4MTA

Exhibit "B"

Monthly Report Format

EXHIBIT B
Summary of Operating Data
Operator: Mendocino Transit Authority

For the Month of _____

Description	"Month/Year"	YTD thru "Month/Year"	Budget
-------------	--------------	--------------------------	--------

Operating Data
Revenue Miles
Revenue Hours
Passenger Trips
Lift-assisted Trips

Operating Expenses
Administration
Maintenance
Operations

Depreciation \$0.00 per mile

Contingency

Total

Fare Revenue

Other Revenue

Route Deficit

Sonoma County	
Share at 56.00%	

Reimbursement Requested	\$	For	"Month/Year"
--------------------------------	-----------	------------	---------------------

By: _____

Date: _____

Exhibit "C"

13(c) Obligations

U.S. Department of Labor

Employment Standards Administration
Office of Labor-Management Standards
Washington, D.C. 20210



July 25, 2003

Mr. Leslie Rogers
Regional Administrator
Federal Transit Administration
Region IX
201 Mission Street, Suite 2210
San Francisco, California 94105

Re: FTA Application
Sonoma County Transit
Capitalized Preventive Maintenance, Non-
Fixed Route ADA Paratransit Service
CA-90-Y204 Revised

Dear Mr. Rogers:

This is in reply to the request from your office that we review the above-captioned application for a grant under Title 49 of the U.S. Code, Chapter 53.

Since there were no previously certified protective arrangements that could appropriately be applied to this grant, the Department of Labor proposed the attached arrangements for certification pursuant to Section 5333(b). Sonoma County Transit and the Service Employees International Union (SEIU), the Amalgamated Transit Union (ATU) Locals 1575 and 1700 and the International Association of Machinists (IAM), which represent transportation related employees in the service area of the project, have accepted the terms of the attached Operating Assistance Protective Arrangements dated July 25, 2003, and shall each be deemed a party to the Arrangements. These Arrangements provide to employees represented by the unions, protections satisfying the requirements of 49 U.S.C., Section 5333(b).

Accordingly, the Department of Labor makes the certification called for under the statute with respect to the instant project on condition that:

1. This letter and the terms and conditions of the attached *OPERATING ASSISTANCE PROTECTIVE ARRANGEMENT PURSUANT TO SECTION 5333(b) OF TITLE 49 OF THE U.S. CODE, CHAPTER 53*, For Sonoma County Transit and the SEIU, the ATU Locals 1575 and 1700 and the IAM, July 25, 2003, FTA Grant CA-90-Y204 Revised, shall be made applicable to the preventive maintenance and the non-fixed route ADA paratransit service portion of the instant project and made part of the contract of assistance, by reference;
2. The term "project" as used in the above referenced arrangements shall be deemed to cover and refer to the instant project;
3. Disputes over the interpretation, application, and enforcement of the terms and conditions of the protective arrangements certified by the Department of Labor, which include this letter of certification, shall be resolved in accordance with the provisions in the aforementioned arrangements for the resolution of such disputes; and
4. Employees of urban mass transportation carriers in the service area of the project, other than those represented by the local union which is a party to, or otherwise referenced in the protective arrangements, shall be afforded substantially the same levels of protection as are afforded to the employees represented by the union under the above-referenced arrangements and this certification. Such protections include procedural rights and remedies as well as protections for individual employees affected by the project.

Should a dispute remain after exhausting any available remedies under the protective arrangements and absent mutual agreement by the parties to utilize any other final and binding procedure for resolution of the dispute, the Secretary of Labor may designate a

neutral third party or appoint a staff member to serve as arbitrator and render a final and binding determination.

Sincerely,

Handwritten signature of Kelley Andrews in black ink.

Kelley Andrews, Director
Division of Statutory Programs

Enclosure

cc: Donald Durkee/FTA
Steven Schmitz/Sonoma County Transit
Leo E. Wetzel/ATU
Thomas Buffenbarger/IAM
Andrew Stern/SEIU

OPERATING ASSISTANCE PROTECTIVE ARRANGEMENT
PURSUANT TO SECTION 5333(b) OF
TITLE 49 OF THE U.S. CODE, CHAPTER 53

For

Sonoma County Transit and the Service Employees International Union (SEIU),
the Amalgamated Transit Union (ATU) Locals 1575 and 1700 and the
International Association of Machinists (IAM)

July 25, 2003

FTA GRANT

CA-90-Y204

The following terms and conditions shall apply and shall be specified in any contract governing federal operating assistance to the recipient(s) referenced in the title of this arrangement ("Recipient"):

(1) The term "Project", as used in this arrangement, shall not be limited to the particular facility, service, or operation assisted by federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project" shall, when used in this arrangement, include events occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

(2) The Project, as defined in paragraph (1) shall be performed and carried out in full compliance with the protective conditions described herein.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deems best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued.* Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

In the event that the Recipient and the union(s) referenced in the title to this protective arrangement have an established collective bargaining relationship, the Recipient agrees that it will bargain collectively with the union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreement with the union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5) (a) In the event the Recipient contemplates any change in the organization or operation of its system which may result in the dismissal or displacement of employees, or rearrangement of the working forces covered by this arrangement, as a result of the Project, the Recipient shall do so only in accordance with the provisions of subparagraph (b) hereof. Provided, however, that changes which are not a result of the Project, but which grow out of the normal exercise of seniority rights occasioned by seasonal or other normal schedule changes and regular picking procedures under the applicable collective bargaining agreement, shall not be considered within the purview of this paragraph.

(b) The Recipient shall give to the unions representing the employees affected thereby, at least sixty (60) days' written notice of each proposed change, which may result in the dismissal or displacement of such employees or rearrangement of the working forces as a result of the Project, by sending

* As an addendum to this arrangement, there shall be attached where applicable the arbitration or other dispute settlement procedures or arrangements provided for in the existing collective bargaining agreements or any other existing agreements between the Recipient and the Union, subject to any changes in such agreements as may be agreed upon or determined by interest arbitration proceedings.

certified mail notice to the union representatives of such employees. Such notice shall contain a full and adequate statement of the proposed changes, including an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (19) hereof, available to be filled by such affected employees.

At the request of either the Recipient or the representatives of the affected employees, negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the employees of other urban mass transportation employers who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained; not, however, in contravention of collective bargaining agreements relating thereto. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit it to arbitration in accordance with the procedures contained in paragraph (15) hereof. In any such arbitration, final decision must be reached within sixty (60) days after selection or appointment of the neutral arbitrator. In any such arbitration, the terms of this arrangement are to be interpreted and applied in favor of providing employee projections and benefits no less than those established pursuant to §11347 of Title 49 of the U.S. Code.

(6) (a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, he shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period following the date on which he is first "displaced", and shall continue during the protective period so long as the employee is unable, in the exercise of his seniority rights, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(b) The displacement allowance shall be a monthly allowance determined

by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his total time paid for during the last twelve (12) months in which he performed compensated service more than fifty per centum of each such months, based upon his normal work schedule, immediately preceding the date of his displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his current position is less in any month during his protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time, but he shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his seniority rights to secure another position to which he is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which he elects to retain, he shall thereafter be treated, for the purposes of this paragraph, as occupying the position he elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(7) (a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his employment, he shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which he is "dismissed" and shall continue during the protective period, as follow:

Employee's length of service
prior to adverse effect
 1 day to 6 years
 6 years or more

Period of protection
 equivalent period
 6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by him in the last twelve (12) months of his employment in which he performed compensation service more than fifty per centum of each such month based on his normal work schedule to the date on which he was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position he holds is abolished as a result of the Project, or when the position he holds is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and he is unable to obtain another position, either by the exercise of his seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his current address and the current name and address of any other person by whom he may be regularly employed, or if he is self-employed.

(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when he is absent from service, he will be entitled to the dismissal allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to his previous status and will be given the protections of the arrangement in said position, if any are due him.

(e) An employee receiving a dismissal allowance shall be subject to call to return to service by his former employer after being notified in accordance with the terms of the then-existing collective bargaining agreement. Prior to such call to return to work by his employer, he may be required by the

Recipient to accept reasonably comparable employment for which he is physically and mentally qualified, or for which he can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while he is so reemployed, and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a dismissal allowance. During the time of such reemployment, he shall be entitled to the protections of this arrangement to the extent they are applicable.

(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with his former employer, including self-employment, and the benefits received.

(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of his resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him for which he is physically and mentally qualified and does not require a change in his place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of his allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him and he shall be given additional service credits for each month in which he receives a dismissal or displacement allowance as if he were continuing to perform services in his former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, he could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during his protected period, of any rights, privileges, or benefits attaching to his employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for himself and his family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which he may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11) (a) Any employee covered by this arrangement who is retained in the service of his employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the traveling expenses for himself and members of his immediate family, including living expenses for himself and his immediate family, and for his own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or his representatives.

(b) If any such employee is laid off within three (3) years after changing

(e) Nothing in this arrangement shall be construed to enlarge or limit the right of any party to utilize, upon the expiration of any collective bargaining agreement or otherwise, any economic measures which are not inconsistent or

his point of employment in accordance with paragraph (a) hereof, and elects to move his place of residence back to his original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient within ninety (90) days after the date on which the expenses were incurred.

(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12) (a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his employment as a result of the Project, and is thereby required to move his place of residence.

If the employee owns his own home in the locality from which he is required to move, he shall, at his option, be reimbursed by the Recipient for any loss suffered in the sale of his home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his conventional fees and closing costs.

If the employee is under a contract to purchase his home, the Recipient shall protect him against loss under such contract, and in addition, shall relieve him from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied by him as his home, the Recipient shall protect him from all loss and cost in securing the cancellation of said lease.

(b) No claim for loss shall be paid under the provisions of this paragraph

unless such claim is presented to the Recipient within one year after the effective date of the change in residence.

(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement within ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State or local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from his residence than was his former work location, or (B) is more than thirty (30) normal highway route miles from his residence and also farther from his residence than was his former work location.

(13) A dismissed employee entitled to protection under this arrangement may, at his option within twenty-one (21) days of his dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

<u>Length of Service</u>		<u>Separation Allowance</u>
1	year and less than 2 years	3 months' pay
2	" " " " 3 "	6 " "
3	" " " " 5 "	9 " "
5	" " " " 10 "	12 " "
10	" " " " 15 "	12 " "
15	" " over	12 " "

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which he performed service, will be paid as the lump sum.

(a) Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service.

The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of his dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six

(6) years therefrom, provided, however, that the protective period for any particular employee during which he is entitled to receive the benefits of these provisions shall not continue for a longer period following the date he was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his employment prior to the date of his displacement or his dismissal.

(15) (a) In the event there arises any labor dispute with respect to the protection afforded by this arrangement, or with respect to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by Section (12)(c) hereof, the Labor-Management Relations Act, as amended, Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, it may be submitted at the written request of the Recipient or the union to a board of arbitration to be selected as hereinafter provided. One arbitrator is to be chosen by each interested party, and the arbitrators thus selected shall endeavor to select a neutral arbitrator who shall serve as chairman. Each party shall appoint its arbitrator within five (5) days after notice of submission to arbitration has been given. Should the arbitrators selected by the parties be unable to agree upon the selection of the neutral arbitrator within ten (10) days after notice of submission to arbitration has been given, then the arbitrator selected by any party may request the American Arbitration Association to furnish, from among members of the National Academy of Arbitrators who are then available to serve, five (5) arbitrators from which the neutral arbitrator shall be selected. The arbitrators appointed by the parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. If any party fails to select its arbitrator within the prescribed time limit, the highest officer of the Union or of the Recipient or their nominees, as the case may be, shall be deemed to be the selected arbitrator, and the board of arbitration shall then function and its decision shall have the same force and effect as though all parties had selected their arbitrators. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the board of arbitration shall meet within fifteen (15) days after selection or appointment of the neutral arbitrator and shall render its decision within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision by majority vote of the arbitration board shall be final and binding as the decision of the arbitration board, except as provided in subparagraph (b)

below. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(b) In the case of any labor dispute otherwise covered by subparagraph (a) but involving multiple parties, or employees of urban mass transportation employers other than those of the Recipient, which cannot be settled by collective bargaining, such labor dispute may be submitted, at the written request of any of the parties to this arrangement involved in the dispute, to a single arbitrator who is mutually acceptable to the parties. Failing mutual agreement within ten (10) days as to the selection of an arbitrator, any of the parties involving may request the American Arbitration Association to furnish an impartial arbitrator from among members of the National Academy of Arbitrators who is then available to serve. Unless otherwise provided, in the case of arbitration proceedings under paragraph (5) of this arrangement, the arbitrator thus appointed shall convene the hearing within fifteen (15) days after his selection or appointment and shall render his decision within forty-five (45) days after the hearing of the dispute or controversy has been concluded and the record closed. The decision of the neutral arbitrator shall be conclusive upon all parties to the dispute. All the conditions of the arrangement shall continue to be effective during the arbitration proceeding. Authority of the arbitrator shall be limited to the determination of the dispute arising out of the interpretation, application, or operation of the provisions of this arrangement. The arbitrator shall not have any authority whatsoever to alter, amend, or modify any of the provisions of any collective bargaining agreement.

(c) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the Recipient's burden to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee (Hodgson's Affidavit in Civil Action No. 825-71).

(e) Nothing in this arrangement shall be construed to enlarge or limit the right of any party to utilize, upon the expiration of any collective bargaining agreement or otherwise, any economic measures which are not inconsistent or

in conflict with applicable laws or this arrangement.

(16) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under any existing job security or other protective conditions or arrangements by collective bargaining agreement or law where applicable, including P.L. 93-236, enacted January 2, 1974; provided that there shall be no duplication of benefits to any employees, and, provided further, that any benefit under the arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefits.

(17) The Recipient shall be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee affected as a result of the Project may file a claim through his union representative with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project; provided, in the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event; provided, further, that no benefits shall be payable for any period prior to six (6) months from the date of the filing of the claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to said claims. The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant and his representative of the basis for denying or modifying such claim, giving reasons therefor. In the event the Recipient fails to honor such claim, the Union may invoke the following procedures for further joint investigation of the claim by giving notice in writing of its desire to pursue such procedures. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the claim is so rejected by the Recipient, the claim may be processed to arbitration as herein above provided by paragraph (15). Prior to the arbitration hearing, the parties shall exchange a list of intended witnesses. In conjunction with such proceedings, the impartial arbitrator shall have the power to subpoena witnesses upon the request of any party and to compel the production of documents and other information denied in the pre-arbitration period which is relevant to the disposition of the claim.

Nothing included herein as an obligation of the Recipient shall be construed to relieve any other urban mass transportation employer of the employees covered hereby of any obligations which it has under existing collective bargaining agreements, including but not limited to obligations arising from the benefits referred to in paragraph (10) hereof, nor make any such employer a third-party beneficiary of the Recipient's obligations contained herein, nor deprive the Recipient of any right of subrogation.

(18) During the employee's protective period, a dismissed employee shall, if he so requests, in writing, be granted priority of employment to fill any vacant position within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (19) hereof, which is reasonably comparable to that which he held when dismissed, for which he is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or retraining to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement for such position, plus any displacement allowance to which he may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which he held when dismissed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes

in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(20) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(21) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, State, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested union representatives of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement, any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(22) The designated Recipient, as hereinabove defined, signatory hereto, shall be the sole provider of mass transportation services to the Project and such services shall be provided exclusively by employees of the Recipient covered by this agreement, in accordance with this agreement and any applicable collective bargaining agreement. The parties recognize, however, that certain of the recipients signatory hereto, providing urban mass transportation services,

have heretofore provided such services through contracts by purchase, leasing, or other arrangements and hereby agree that such practices may continue. Whenever any other employer provides such services through contracts by purchase, leasing, or other arrangements with the Recipient, or on its behalf, the provisions of this agreement shall apply.

(23) An employee covered by this arrangement, who is not dismissed, displaced, or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced, or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding, shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(24) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which he should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when he was so affected.

(25) In the context of a particular Project, the Recipient and any union which is referenced in the title of this arrangement shall be deemed a party to this arrangement as applied to the Project.

(26) In the event any project to which this arrangement applies is approved for assistance, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance but shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms, nor shall any other employee protective arrangement nor any collective bargaining agreement merge into this agreement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.



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 Agenda Date: May 9, 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: Appointment

Recommended Actions:

Approve the re-appointment of Hugo Mata to the Sonoma County Regional Parks Foundation Board for a two year term beginning on May 9, 2017 and ending on May 9, 2019. (Third District)

Executive Summary:

Approve the re-appointment of Hugo Mata to the Sonoma County Regional Parks Foundation Board for a two year term beginning on May 9, 2017 and ending on May 9, 2019. (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
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: May 9, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins 707-565-2241

Supervisorial District(s):

Fifth District

Title: Appointment

Recommended Actions:

Appoint Steve Herzberg to the Emergency Medical Care Council for a two year term beginning May 9, 2017 and ending May 8, 2019. (Fifth District)

Executive Summary:

Discussion:

Prior Board Actions:

None.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
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: 10
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 9, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Gore (707) 565-2241

Supervisorial District(s):

Fourth District

Title: Appointment

Recommended Actions:

Appoint Archie Eckles and Lewis Meyers to the Shiloh Cemetery Board to serve a four year term beginning May 9, 2017 and ending May 9, 2021.

Executive Summary:

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:			
The application is on file with the Clerk of the Board.			



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: May 9, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Gore (707) 565-2241

Supervisorial District(s):

Fourth District

Title: Appointment

Recommended Actions:

Appoint Alexander Ocegvera as an alternate to the Bicycle and Pedestrian Advisory Committee to serve a two year term beginning May 9, 2017 and ending May 9, 2019.

Executive Summary:

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:			
The application is 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: May 9, 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: Appointment

Recommended Actions:

Appoint John Nagle as Director of the Sonoma Resource Conservation District beginning April 27th and ending November 30, 2018, filling a vacancy. (Fifth District)

Executive Summary:

Discussion:

Prior Board Actions:

Board member stepping up as Director of the Sonoma Resource Conservation District.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
None.			
Related Items “On File” with the Clerk of the Board:			
None.			



County of Sonoma Agenda Item Summary Report

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

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

To:

Board Agenda Date: May 9, 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 Commending Robert Safreno for being recognized as the Sonoma County 2017 Veteran Of The Year. (Third District)

Executive Summary:

Adopt a Gold Resolution Commending Robert Safreno for being recognized as the Sonoma County 2017 Veteran Of The Year. (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: May 9, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Commending Robert Safreno For Being Recognized As The Sonoma County
2017 Veteran Of The Year.**

Whereas, Robert Safreno is currently affiliated with American Legion, Disabled American Vets, Forty & Eight, Military Officers Association of America, Veterans of Foreign Wars, Vietnam Veterans of America, and the Santa Rosa Veterans Building Committee, and is or has been an officer in most of those groups; and

Whereas, this retired Air Force officer, a veteran of the Vietnam War and recipient of the Distinguished Flying Cross and nineteen air medals, flew 240 combat missions as the navigator of a C-119 Gunship and also flew numerous bombing sorties in support of US ground forces in Vietnam in a B-52 out of Guam; and

Whereas, he is associated with various civic groups of the City of Rohnert Park and often helps to organize local community events like the Rohnert Park Founders Day, Rohnert Park Memorial Day Commemoration, and Hometown Heroes; and

Whereas, he volunteers hundreds of hours each year to keep afloat many foundering veterans groups by his diligence and organizational skills and has appeared on countless occasions before the Board of Supervisors, city councils, civic events and local schools; and

Whereas he served as secretary-treasurer of the United Veterans Council for many years, and continues to serve as United Veterans Council treasurer; and

Whereas, Robert Safreno wants to remind our civilian population to honor and support veterans and members of our communities who display dedication and patriotism towards the United States and its veterans.

Now, therefore be it resolved that the Board of Supervisors of the County of Sonoma, State of California, does hereby commend Robert Safreno for his dedicated service to his hometown of

Resolution #

Date:

Page 2

Rohnert Park and the County of Sonoma and thank him for all that he has accomplished to become our 2017 Veteran of the Year.

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: The Board of Supervisors of Sonoma County

Board Agenda Date: May 9, 2017

Vote Requirement: Majority

Department or Agency Name(s): Sheriff's Office

Staff Name and Phone Number:

Julie Bertoli, 565-1469

Supervisorial District(s):

All Supervisorial Districts

Title: 2017 National Correctional Officers and Employees Week

Recommended Actions:

Adopt a Gold Resolution designating May 7 through May 13, 2017 as National Correctional Officers and Employees Week in Sonoma County, to recognize the efforts of all Correctional staff in keeping our communities safe.

Executive Summary:

Sheriff Steve Freitas, on behalf of the correctional employees of Sonoma County Sheriff's Office, is requesting the Board of Supervisors adopt a Gold Resolution designating May 7, 2017 through May 13, 2017 National Correctional Officers and Employees Week.

Discussion:

The annual observation of National Correctional Officers' Week began in 1984 when President Ronald Reagan signed Proclamation 5187 creating National Correctional Officers' Week to recognize the men and women who work in jails, prisons, and community corrections across the country. National Correctional Officers and Employees Week became the official name of the first full week in May when, in 1986, the U.S. Senate officially changed the name from "National Correctional Officers' Week".

In recent years, the duties of the Sonoma County correctional staff have become increasingly complex and demanding. They are called upon to simultaneously fill custodial, supervisory, and counseling roles. Since the implementation of AB 109/Realignment in October 2011, the size and make up of Sonoma County's inmate population has significantly changed. The makeup of the population now includes more violent, mentally ill, and high-risk offenders.

There is a tremendous amount of work that goes into operating detention facilities that is carried out by sworn correctional staff as well as detention support staff that includes janitors, detention assistants, legal processors, kitchen, and healthcare staff.

The professionalism, dedication, and courage exhibited by the Sonoma County correctional employees throughout the performance of these demanding and often conflicting, challenging roles, and amidst historical staffing shortages deserve our utmost respect. It is appropriate that we honor the many contributions and accomplishments of these men and women who are a vital component in the field of corrections.

The resolution before you is requested to provide Sonoma County the opportunity to recognize the complex, dangerous, and challenging responsibilities carried out by each and every staff member inside our detention facilities. Correctional employees take on an enormous level of both personal and professional responsibility each day they come to work. We respectfully request that the Board honor and recognize the dedication and commitment of these employees and thank the selfless men and women who serve within our detention facilities each day. We encourage all our residents to join in recognition and appreciation of the outstanding professional service correctional employees provide to insure the safety and welfare of our community.

Prior Board Actions:

Since 2014, the Sonoma County Board of Supervisors has proclaimed the first full week in May, National Correctional Officers and Employees Week.

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

Correctional deputies and detention employees play a critical role in the goal of providing a safe, healthy, and caring community. Taking time to recognize the service of correctional employees reinforces the County's commitment to this goal and acknowledges the personal sacrifices of correctional employees required to achieve this goal.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures	0		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0		
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:			
Gold Resolution			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma
State of California

Date: May 9, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Proclaiming May 7 through May 13, 2017 as National Correctional Officers and Employees
Week in Sonoma County**

Whereas, correctional officers have the difficult and often dangerous assignment of ensuring the custody, safety, and well-being of over two million inmates in our Nation's prisons and jails; and

Whereas, the duties of the correctional officers and employees are complex and demanding, requiring correctional officers to fill, simultaneously, custodial, supervisory, and counseling roles; and

Whereas, correctional officers provide an essential role in our community's public safety. The professionalism, dedication, and courage exhibited by correctional officers and correctional employees through-out the performance of their demanding and often conflicting roles deserve our utmost respect; and

Whereas, in 1984, President Ronald Regan, signed Proclamation 5187, creating "National Correctional Officers' Week." The first full week in May has since been recognized as National Correctional Officers' Week to honor the work of correctional officers and correctional personnel nationwide; and, in 1996, Congress officially changed the name of the week to National Correctional Officers and Employees Week; and

Whereas, members of Sonoma County's community recognize and understand the complex, dangerous, and challenging responsibilities carried out by every staff member inside our detention facilities; and

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors does hereby proclaim May 7, 2017 through May 13, 2017 as National Correctional Officers and Employees Week in the County of Sonoma; and strive to raise awareness in the community, express appreciation for the County of Sonoma's correctional officers and employees, and recognize the dedication and commitment of our correctional officers and employees who continue to serve each day.

Resolution #

Date:

Page 2

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

To: Board of Supervisors, County of Sonoma

Board Agenda Date: May 9, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

James Williams / 565-1152

Supervisorial District(s):

Title: 2017 Wildfire Awareness Week

Recommended Actions:

Adopt a Gold Resolution designating the week of May 7-13, 2017 as "Wildfire Awareness Week"

Executive Summary:

May 7-13, 2017, is Wildfire Awareness Week in the State of California. The goal of Wildfire Awareness Week is to expand public awareness of wildfires and promote actions to reduce the risk from wildfire to homes and communities. Approximately ninety-five percent (95%) of wildfires in California are human-caused and are preventable.

Discussion:

Sonoma County Fire and Emergency Services, CAL FIRE, and local partner fire agencies, join together in requesting the residents of Sonoma County be mindful of actions and activities which may increase the risk of wildfires as we enter into wildfire season. Despite recent rains, moving forward into the long, dry summer months, fuel moisture will decrease, increasing the threat of wildfires.

With public support through heightened community awareness, we can all do our part in preventing damaging wildfires in our county and throughout the state. For this year, Fire and Emergency Services and CAL FIRE have developed a partnership to provide vegetation inspections based on the Health and Safety Code §4291 (addresses defensible space requirements), and Sonoma County Ordinance No. 6148 §13A, which requires the abatement of hazardous vegetation and combustible material, adopted by the Board of Supervisors on April 19, 2016. Specifically, the partnership will address approximately 1,300 inspections in the Fitch Mountain and Camp Meeker Pilot Project areas identified in the Ordinance.

The intent of this partnership is to be more cost-effective in providing Fire Inspection Services through the State Responsibility Area fee, with CAL FIRE performing the initial inspections on improved parcels, and Fire and Emergency Services Inspectors performing all inspections on unimproved parcels and all enforcement actions, where applicable, to ensure compliance with Ordinance No. 6148.

State Responsibility Areas are generally the unincorporated, rural, grass, brush and timber covered lands.

In addition to coordination with Fire and Emergency Services, the CAL FIRE, Sonoma-Lake-Napa Unit has taken action in preparation of wildland fire season through the following actions:

1. March 27, 2017 – Defensible Space Inspector (DSI) positions staffed to educate and advise homeowners on creating and maintaining a 100 ft. of defensible space around their structures;
2. April 12, 2017 - Defensible Space Mailers delivered to 16,675 Sonoma County residents residing in the State Responsibility Area (SRA). Mailers educate homeowners on the State of California’s Public Resource Code 4291 (defensible space) and provide a Personal Wildfire Action Plan form;
3. April 17, 2017 – Two fuel crews staffed. One crew dedicated to projects in Sonoma County (one captain and 8-9 firefighters – 6 days a week). Projects to include – prepping for two control burns, fuel breaks and road side clearance;
4. May 1, 2017 – CAL FIRE burn permit (LE-5) required for any outdoor open burning in the State Responsibility Area (SRA) within the counties of Colusa, Lake, Napa, Sonoma, Solano and Yolo;
5. May 8, 2017 - Increase staffing in Sonoma County (and in the other five counties within the Unit). Four CAL FIRE Sonoma County stations staffed, one in each battalion, 3.0 staffing (Santa Rosa, Hilton, Petaluma and Healdsburg);
6. Anticipate early June 2017 – Additional ramp up in staffing/hiring, additional stations opened in the County;
7. Anticipate June 15, 2017 – Sonoma Air Attack Base open – one air attack – two tankers;
8. Anticipate early July 2017 – Ramp up to peak staffing, hiring the remainder of the seasonal workforce to increase personnel and equipment assigned to the County.

Additionally, CAL FIRE launched a campaign aimed to educate homeowners on the steps they should take to prepare themselves, their homes, and families for wildfire with information available at www.ReadyForWildfire.org.

In the upcoming months Sonoma County Fire and Emergency Services will:

1. Continue encouraging and promoting fire safe practices and the distribution of fire safe educational materials to the general public, permit applicants, and local planning agencies.
2. Offer chipping services to county residents to assist them with the creation of their defensible space and fuel reduction.
3. Implement a pilot Vegetation Management and Abatement Program for the Fitch Mountain and Camp Meeker communities.
4. Proactively inspect properties in partnership with CAL FIRE in the Fitch Mountain and Camp Meeker Pilot areas.

Prior Board Actions:

This Gold Resolution has been approved by the Board annually in years past.

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

Wildfire Awareness Week serves as a reminder to homeowners to adopt fire safety practices and procedures that prevent fires and save lives and property.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	-0-	-0-	-0-
Additional Appropriation Requested	-0-		
Total Expenditures	-0-	-0-	-0-
Funding Sources			
General Fund/WA GF	-0-	-0-	-0-
State/Federal	-0-	-0-	-0-
Fees/Other	-0-	-0-	-0-
Use of Fund Balance	-0-	-0-	-0-
Contingencies	-0-	-0-	-0-
Total Sources	-0-	-0-	-0-
Narrative Explanation of Fiscal Impacts:			
None.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Resolution (A1)			
Related Items “On File” with the Clerk of the Board:			
None.			



County of Sonoma
State of California

Date: May 9, 2017

Item Number: _____

Resolution Number: _____

Santa Rosa, CA 95403



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Declaring The Week Of May 7 – May 13, 2017, As Wildfire Awareness Week.**

Whereas, California’s dry Mediterranean climate naturally lends the County of Sonoma to be particularly prone to wildfires; and

Whereas, despite recent rains, the lasting effects of the dead and dying trees in the State of California and County of Sonoma will create a significant fuel load; and

Whereas, climate change in California has magnified California’s wildfire problem leading to larger and more damaging wildfires; and

Whereas, wildfires can impact how watersheds provide clean, reliable water supplies that are critical to California’s people, environment and economy; and

Whereas, the men and women of Sonoma County Fire and Emergency Services, alongside CAL FIRE and local fire agencies are poised to respond to wildfires; and

Whereas, living in Sonoma County means residents need to be aware of the serious threat these wildfires can pose and prepare accordingly; and

Whereas, all residents of Sonoma County must do their part to prepare for wildfires by maintaining 100 feet of Defensible Space around their homes; and

Whereas, approximately ninety-five percent of wildfires in California are caused by the activity of people, and therefore the public plays a critical role in preventing wildfires; and

Whereas, an overall goal of fire agencies within Sonoma County is to reduce the total costs and losses from wildfire by protecting assets at risk through focused public education efforts such as CAL FIRE’s potentially lifesaving public education campaign “Ready, Set, Go!”; and

WHEREAS, CAL FIRE is conducting 250,000 defensible space inspections due to heightened wildfire risk; and

WHEREAS, each year the State of California declares Wildfire Awareness Week as an important opportunity for California’s communities and fire service agencies to reduce the risk of wildfire and increase public safety and awareness through education on fire safety, preparation, and prevention.

Now, Therefore, Be It Resolved in an effort to promote fire safe practices within the County of Sonoma, the Sonoma County Board of Supervisor’s hereby declare May 7 through May 13, 2017, as Wildfire Awareness Week throughout this county, and we urge all the people of Sonoma County to take measures to prevent the outbreak and spread of wildfire within our County.

Supervisors:

Gorin: Rabbitt: Gore: Hopkins: Zane:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: May 9, 2017

Vote Requirement: Majority

Department or Agency Name(s): Economic Development Board

Staff Name and Phone Number:

Ben Stone: (707) 565-7170 / EDB

Supervisory District(s):

All

Title: Gold Resolution Recognizing National Economic Development Week May 8-13, 2017

Recommended Actions:

- (1) Adopt a gold resolution recognizing National Economic Development Week from May 8-13, 2017.

Executive Summary:

Adopt a gold resolution recognizing National Economic Development Week from May 8-13, 2017.

Discussion:

We are asking the Board to adopt a gold resolution recognizing National Economic Development Week from May 8-13, 2017. Created by the International Economic Development Council (IEDC), the goal of Economic Development Week is to increase awareness for local programs that create jobs, advance career development opportunities and improve the quality of life.

Communities around the world will be celebrating the first annual Economic Development Week from May 8th – 13th. Economic development programs create wealth through investment and reinvestment in the community and by diversifying and strengthening our local Sonoma County economy and enhancing our business climate.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Sonoma County Economic Development Board strives to enhance the value of local, domestic, and international demand for Sonoma County produced goods and to promote tourism and growth in Sonoma County.

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:			
Attachment 1: Gold Resolution for Economic Development Week May 8-13th			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma
State of California

Date: May 9, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Gold Resolution of the *County of Sonoma*, State of California, recognizing
National Economic Development Week, May 8-13, 2017**

Whereas, economic developers promote economic well-being and quality of life for their communities by assisting in creating, retaining, and expanding jobs that facilitate a strong economy and health community, and provide a stable tax base; and

Whereas, economic developers stimulate and incubate entrepreneurship in order to help establish the next generation of new businesses; and

Whereas, economic developers are engaged in a wide variety of settings including rural and urban, local, state, and federal governments, public-private partnerships, chambers of commerce, education institutions, and a variety of other institutions; and

Whereas, economic developers help attract and retain high-quality jobs, help develop vibrant communities, and improve the quality of life in their regions; and

Now, Therefore, Be It Resolved, that we, the *County of Sonoma*, California, in recognition and support of the work done by economic developers do hereby proclaim May 8-13, 2017 as National Economic Development Week.

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: 17
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 9, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Sylvia Lemus, 565-1702

Supervisorial District(s):

All

Title: Public Service Recognition Week 2017

Recommended Actions:

Adopt Gold Resolution designating the week of May 7 - 13, 2017 as Public Service Recognition Week in Sonoma County.

Executive Summary:

Public Service Recognition Week (PSRW) is celebrated annually during the first week of May, and this year the County of Sonoma will celebrate with lunch and entertainment for employees on May 10, 2017 at the County Center and on May 11, 2017 at the Airport Area. In addition to the lunch, employees will participate in the 3rd annual "Sonoma County's Got Talent," showing off their talents including singing, dancing, and other performances. Human Resources looks forward to the Board's participation at this annual event honoring the County's approximately 4,000 employees.

Discussion:

Public Service Recognition Week is a national program sponsored by the Public Employee Roundtable, a non-partisan coalition of government organizations representing civil servants and retirees from all levels throughout the country. Public Service Recognition Week is celebrated annually during the first week of May, with this year's week being celebrated May 7 – May 13, 2017. This national recognition week encourages government at all levels to promote government employees and careers, educate the public about the value of public servants and the services they provide, recognize excellence in public service, and promote the spirit of public service.

The County of Sonoma began observing Public Service Recognition Week in 1997, by hosting an onsite recognition event. Traditionally, County employees are encouraged to attend a lunchtime event with their co-workers, during which they receive recognition from the Board of Supervisors and are served their meal by their Department Heads and members of the Board. Departments are encouraged to use their Department Employee Recognition Program funds to purchase tickets for their staff to attend this annual event.

As part of this recognition, it is important to acknowledge the efforts of all staff and the positive impact to the community and organizations derived from employee teamwork. County of Sonoma employees have accomplished much that is worthy of recognition. Employees have individually committed to advance the goals and priorities of the Board to create a safe, healthy and caring community; promote economic and environmental stewardship; invest in the future; and promote civic services and engagement.

Specific examples that demonstrate our employees' commitment to respond to the public's expectation of excellent service include:

The **Human Services Department** helped 45 homeless families move into permanent housing, with assistance from the staff of the **SonomaWORKS** program. Furthering this success, the Housing Choice Voucher program, administered by the **Sonoma County Housing Authority**, provided \$2.2 Million each month to enable more than 2,800 Sonoma County residents to afford safe, stable housing for their families.

The **Permit and Resource Management Department** implemented a system that increases transparency and efficiency, to enable people and businesses to obtain and track permits online. The Permit and Resource Management Department served 30,000 customers in 2016. Seventy percent (70%) of building, engineering and grading, well and septic, and zoning permits were issued on the same day. Nine hundred (900) water heater, electrical, and roofing permits were issued online, and 38,000 building, engineering, and well and septic inspections were performed by department staff.

The **Human Services Department's Job Link** program, the one-stop career center, served more than 1,000 job seekers a month through employment, education, training, and support services. Employment and Training Counselors and Specialists worked directly with the public and economic assistance participants to prepare them for a successful career and to assist them in their job search. The **Veterans Services Office**, located at Human Services, helped 1,000 veterans and their families obtain benefits of more than \$14.2 Million.

The **Agricultural Commissioner's Office** collected and recycled nearly 17,000 pounds of agricultural plastics that otherwise would have been disposed of in a landfill. Staff at collection sites accepted plastic containers, lids, and other items during this biannual plastic container recycling event.

The **Human Services Department's Adult and Aging Division** coordinated the Financial Abuse Specialist Team (FAST) of volunteers and staff that provided consultation and analysis on 22 cases of alleged financial elder abuse, which then referred those cases to the **District Attorney's Office's** investigators and attorneys for prosecution. This example of collaboration by departments shows the enthusiasm and desire to solve community problems by developing systems to address them.

The **Sonoma County Water Agency** was recognized for innovative approaches to sustainable water management at the White House Water Summit. Projects include Carbon Free Water by 2015, Lake Mendocino Forecast Informed Reservoir Operations, and efforts related to promoting recycled water. These projects were successfully completed with direct action and support from its staff in the Engineering, Community and Government Affairs, and Environmental Resource departments.

The **Department of Health Services' Environmental Health Division's** health inspectors completed over 5,140 food inspections, ensuring that our local food establishments are safe for the residents of Sonoma County.

The **District Attorney's Office** prosecuted thousands of cases ranging from misdemeanors to violent felonies, and helped thousands of victims navigate the criminal justice system, connecting many with valuable services at the **Family Justice Center** provided by caring staff and volunteers.

The **Department of Child Support Services** shared information with approximately 450 students on the financial responsibilities associated with teen parenting. Child Support Officers visited local high schools and presented on the realities of the costs and the responsibilities associated with having a child.

To further highlight the superior public service provided through our employees, consider that in 2016 County employees also:

- Helped 500 seniors receive 2,500 hours of legal services on issues including landlord-tenant disputes, estate planning, wills and trusts, and elder protection.
- Provided mental health wraparound services to over 50 young adults, aged 18 – 25.
- Issued 24 building permits for 109 affordable housing units.
- Improved over 70 miles of County roads with the Chip Seal program.
- Provided environmental education to more than 23,000 students and hosted several hundred children in summer camps teaching natural history, physical fitness, and life-saving skills.
- Tested over 4,000 water samples to ensure the County's beaches, lakes, rivers and wells are safe.
- Supervised 2,500 adults and 370 juveniles through the probation system.

The County of Sonoma has a history of providing excellent and responsible public service. This success does not happen without each and every one of our family of County employees doing their part toward achieving the common goal. The path is a constant effort which involves everyone at all levels being actively engaged, committed to public service, and collaborating on the efforts which improve the lives of our citizens and visitors. Public Service Recognition Week is one way to recognize the value of County employees' service to the community.

In the last several years, employees have enjoyed Hawaiian plates, burritos, pasta, hamburgers and hotdogs. At this year's Public Service Recognition Week lunch, employees will feast on enchiladas, taco salad, and Spanish rice provided by Sally Tomatoes. They will also enjoy entertainment provided by fellow employees who will share their talents at the third annual "Sonoma County's Got Talent," where employees perform by singing, playing with their bands, doing comedy routines, and more. In addition, many County departments will hold department-wide office recognition events for their staff during this week.

Human Resources recommends the Board of Supervisors adopt a Gold Resolution designating the week of May 7 – May 13, 2017 as Public Service Recognition Week in Sonoma County recognizing all the contributions of the County's more than 4,000 employees.

Prior Board Actions:

The Board has approved a similar resolution in all prior years since Public Service Recognition Week was first recognized in Sonoma County in 1997.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Public Service Recognition Week recognizes the value of public service and the contributions of County employees in the community.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	3,000		
Additional Appropriation Requested			
Total Expenditures	3,000		

Funding Sources

General Fund/WA GF	3,000		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	3,000		

Narrative Explanation of Fiscal Impacts:

Departments are encouraged to use Department Employee Recognition Program funds for staff lunch tickets and, alternatively, employees can purchase their own lunch ticket. For this reason, the food expense is not included in this summary (typically food costs \$6,300; varies depending on participation.) There are appropriations in the Human Resources budget to cover other expenses including printing, supplies, and logistical needs for the recognition event.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

No staffing impacts.

Attachments:
Resolution for Public Service Recognition Week 2017.
Related Items "On File" with the Clerk of the Board:



County of Sonoma
State of California

Date: May 9, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Recognizing May 7-13, 2017, As Public Service Recognition Week 2017, And Honoring Public
Service Employees At All Levels Of Government**

Whereas, County government workers at all levels provide essential public services with all staff engaged and committed to public service, and collaborating on efforts to improve the lives of our citizens and visitors; and

Whereas, the employees work to maintain and improve the County's infrastructure, ensure the physical safety of Sonoma County residents, preserve and enrich the health of all residents, conserve and promote the natural beauty of Sonoma County's environment, and support and encourage the diversity of the County; and

Whereas, County employees work every day to enrich the quality of life through superior public service for all residents of Sonoma County and their contribution reflects the steadfast, dedicated, and focused commitment of skilled and caring professionals; and

Whereas, Sonoma County employees will be recognized during Public Service Recognition Week with lunch and entertainment on Wednesday, May 10th at the County Center, and on Thursday, May 11th at the Airport Area.

Now, Therefore, Be It Resolved, the Board of Supervisors hereby proclaim May 7 – 13, 2017, as Public Service Recognition Week and extend their gratitude on behalf of a thankful and supportive community to all public service workers.

Supervisors:

Gorin: Rabbitt: Gore: Hopkins: Zane:

Ayes: Noes: Absent: Abstain:

So Ordered.

Resolution #

Date:

Page 2



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 18
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 09, 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 District

Title: Gold Resolution

Recommended Actions:

Approve Gold Resolution commending Reuser Inc. for their commitment to sustainable business practices.

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:

Gold Resolution

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

--



Date: May 2, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board of Supervisors Commending Reuser Inc. for Their Commitment to Sustainable Business Practices

Whereas, In 2017, Reuser Inc. achieved their goal of operating completely using renewable energy;

Whereas, Reuser Inc. has embraced diverse technologies such as solar power and renewable diesel fuel to reach their sustainability goals;

Whereas, Reuser Inc.'s completed pilot program demonstrated to the industry the feasibility of renewable fuel as well as the capabilities of the delivery infrastructure in supporting their energy needs;

Whereas, They met the daunting challenge of fueling their vehicles with renewable fuel by adopting cutting edge renewable diesel technology;

Whereas, Reuser Inc. not only practices sustainability by using renewable fuel, but also by offering recycled materials to consumers for landscaping;

Whereas, They ship 850 tons of recycled materials, enough to cover a football field one foot deep, statewide every single day using renewable fuel;

Whereas, Reuser Inc. has been a committed neighbor to the Cloverdale community for almost forty years.

Now, Therefore, Be It Resolved That the Board of Supervisors of Sonoma County hereby commend Reuser Inc. for their commitment to sustainable enterprise.

Resolution #

Date:

Page 2

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: 19
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: May 9, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Brian Vaughn, 565-6680; Kim Caldewey 565-6671

Supervisorial District(s):

Title: Dental Health Program Agreements

Recommended Actions:

Authorize the Director of Health Services to execute a grant agreement with the California State Department of Health Care Services to accept \$3,507,767 in revenue to implement a Dental Transformation Initiative Local Dental Pilot Project for the period of May 15, 2017 through December 31, 2020.

Authorize the Director of Health Services to execute a grant agreement with DentaQuest Foundation to accept \$169,945 in revenue to continue support for the Sonoma County Dental Health Network for the period of March 1, 2017 through February 28, 2018.

Authorize the Director of Health Services to execute an agreement with Oral Health Solutions to develop, implement, and support a mobile dental health application for the period of May 15, 2017 through December 31, 2020 in an amount not to exceed \$86,000.

Executive Summary:

This item requests approval of two grants and one services agreement that support the Sonoma County Department of Health Services' Dental Health Program. Grant agreements include 1) a 4 year, \$3,507,767 Dental Transformation Initiative grant from the state Department of Health Care Services to improve the dental health of Medi-Cal enrolled children ages six and under by training and placing Community Dental Health Workers in community clinic settings to assist with increasing preventative services utilization for children, caries risk assessment, disease management, and continuity of dental care; and 2) a \$169,945 grant award from DentaQuest Foundation to support the implementation of the Dental Health Network Strategic Plan. A services agreement with Oral Health Solutions in the amount of \$86,000 supports the development of an innovative mobile dental health application that will assist families in managing their dental health information.

Discussion:

Dental disease is a significant public health issue in Sonoma County. The Sonoma County 2014 Smile Survey revealed that more than half of the 1,582 Sonoma County kindergarten and third grade students

have experienced dental decay and 18 percent have untreated tooth decay, with 4 percent in need of urgent treatment. In addition, there are significant disparities in dental health, with lower-income children and children of Hispanic/Latino background experiencing approximately twice the rate of dental decay and untreated decay as their white, more affluent peers. Poor dental health affects adults as well. Nationally, approximately 25 percent of adults age 60 years and older no longer have any natural teeth. The Sonoma County 2016 Community Health Needs Assessment has identified Dental Disease as a priority issue for Sonoma County.

On February 28, 2012, the Board of Supervisors accepted a Report on Dental Health in Sonoma County that included the following recommendations:

1. Access - Mobilize public-private partnerships to expand access to care in Santa Rosa and other high-need communities by adding new clinical capacity and expanding the cost-effective use of existing community-based facilities (community health centers; Women, Infant, and Children nutrition programs, private dental offices, Santa Rosa Junior College Dental Hygiene Clinic, and mobile dental clinics).
2. Medical Home/Primary Care - Adopt and implement practice changes, including education for primary care providers and staff, to strengthen oral health assessment, education and preventive care in primary care visits, and fully integrate dental professionals within the medical home model.
3. Perinatal Issues - Develop and integrate a comprehensive oral health promotion program, to include prevention, assessment, referral, treatment, and case management, into the Comprehensive Perinatal Services Program for pregnant women at program service delivery sites.
4. Registered Dental Hygienists in Alternative Practices - Expand the use of Registered Dental Hygienists in Alternative Practice and other appropriate trained personnel to deliver cost effective oral health education, assessment, and preventive services in primary care, school, and community settings.
5. Data and Surveillance - Develop and implement an ongoing oral health surveillance program within the Department of Health Services to collect, analyze, and report data on oral health status, access to prevention and care, and system capacity; and identify strategies to promote oral health throughout the community, with emphasis on high-risk populations.

Sonoma County Dental Health Strategic Plan

In January 2015, The Sonoma County Dental Health Network was created with funding from a DentaQuest Foundation grant, which was approved by the Board on December 2, 2014. The overarching goal of the network is to identify and implement systems-level initiatives to decrease dental disease while closing disparity gaps in Sonoma County. The Dental Health Network is a community led effort with representation from 28 community agencies. The Department provides backbone support for the Network. The Network established a vision that 75 percent of local five year olds will be cavity-free by 2020, with Network agencies working together to collectively support and achieve this vision. In 2016 the Network created the first Countywide Dental Health Strategic Plan. The Network shared information and gathered input on the draft strategic plan from community partners at the second annual Dental Health Summit in September 2016 and published the final product in December 2016. The Strategic Plan aims to address the recommendations in the Report on Dental Health in Sonoma County delivered to

the Board on February 28, 2012 by implementing strategies in the following four key areas: 1) policy, 2) medical and dental integration 3) oral health literacy and 4) surveillance and evaluation. Action teams have been established to implement each of these strategies from 2017-2020.

Dental Transformation Initiative Local Dental Pilot Project: *Cavity-Free Sonoma*

In 2016, the Department identified the Dental Transformation Initiative Local Dental Pilot Project offered through the state Department of Health Care Services as a potential funding source for the activities outlined in the Strategic Plan. The Department worked collaboratively with the Dental Health Network to develop *Cavity-Free Sonoma*, a four-year pilot project proposal that was submitted to the Department of Health Care Services in September 2016. The proposed project addresses all of the five recommendations of the Report on Dental Health in Sonoma County and aligns with the Network's goal to achieve 75 percent cavity free 5 year olds by 2020. The project aims to decrease dental decay in children through increasing utilization of preventive services, early diagnosis, standardized treatment, and improved community understanding about the importance of dental health. The grant proposal targets children 0-6 years old in order to serve the youngest population and leverage the financial opportunity to reach as many children as possible before their 5th birthday. In February 2017 the County was notified of a grant award of \$3,507,767 to develop and implement *Cavity-Free Sonoma* from 2017 to 2020.

The goal of *Cavity-Free Sonoma* is to achieve the Centers for Medicare and Medicaid Services' Triple Aim in dental health for Medi-Cal eligible children ages six and under by creating a comprehensive system of care that prevents, diagnoses, and manages the treatment of early childhood caries as a chronic disease. Triple Aim goals include reducing the per capita cost of health care; improving the health of populations; and improving the patient experience of care, including quality and satisfaction. Achieving the Triple Aim for the pilot project's target population includes working toward the following three long-term outcomes:

1. Improved dental health among Medi-Cal eligible children age six and under.
2. The Medi-Cal Dental Program will achieve cost savings through decreased expenditures on emergency department visits and general anesthesia for dental problems.
3. Improved patient dental care experience through development of a Community Dental Health Worker workforce and parent mobile dental health application.

These outcomes will be accomplished through the following simultaneous and mutually reinforcing activities:

1. The Department's Dental Health Program, in partnership with the Dental Health Network, will adopt, support, and implement the Centers for Medicare and Medicaid Services' standard Caries Risk Assessment for use at St. Joseph Health Dental Clinic, the Sonoma County Indian Health Project, and all federally qualified health centers in Sonoma County. Agreements totaling approximately \$1.59 million through 2020 will be developed to support the implementation of standardized Caries Risk Assessment treatment plans and protocols at these dental health provider organizations. Each partner organization will recruit a Community Dental Health Worker, who will to ensure Caries Risk Assessment completion and provide culturally competent, language-appropriate client centered services.
2. Santa Rosa Junior College will develop and deliver a six week annual dental health training for Community Health Workers. Graduates of the course will be eligible for employment as

Community Dental Health Workers. After the initial year, the course will become part of the Santa Rosa Junior College Community Health Worker certificate program as an elective. An agreement with Santa Rosa Junior College totaling approximately \$16,000 will fund development of the training and certificate program.

3. An innovative mobile dental health application that can serve as a family's personal dental record will be developed. Community Dental Health Workers will be trained and supported in using the application and will train families and patients to use the application as a tool to improve chronic dental disease management. Funding for this effort is approximately \$86,000.

In addition to the agreements described above, the Dental Transformation Initiative grant will fund agreements with several area hospitals under which the hospitals will track emergency room visits related to dental disease and will establish dental health coding procedures and data sharing protocols. The total amount for these agreements over the term of the grant is approximately \$33,000.

Department staff will provide overall management of the local dental pilot project. The Dental Health Program will utilize existing staff in the Health Program Manager, Program Planning and Evaluation Analyst, and Health Information Specialist job classifications on the project. Staff will manage several services contracts and the project steering committee, and will provide coordination of the Community Dental Health Workers providing services in local clinics. The evaluation of the pilot project, both quantitative and qualitative, will be designed and implemented by Department staff in collaboration with the *Cavity Free Sonoma* steering committee. All invoicing, expense tracking, data collection, and analysis and reporting to the state will be managed by Department staff. Grant funding of approximately \$1.79 million will be used to fund grant related efforts of Department staff.

Cavity-Free Sonoma aims to serve over 12,000 Medi-Cal enrolled children age six and under by 2020. The proposed services and interventions are designed to directly address the specific dental health needs and circumstances of pediatric Medi-Cal enrollees. Children with dental decay from low-income families, who in Sonoma County are disproportionately Hispanic/Latino, require culturally and linguistically competent services. The Community Dental Health Workers will be trained in cultural competency and will have strong ties to the community. As a result, they will be well-equipped to encourage and support community members who may be hesitant to engage with the system, and to work with participants to ensure treatment completion. The culturally competent Community Health Worker model has been employed throughout the country resulting in increased patient satisfaction, decreased no-show rates for appointments, decreased emergency department utilization, and increased cost savings in a variety of healthcare settings.

DentaQuest Foundation Grant

The DentaQuest Foundation Grant award is the third consecutive grant received by the Department to strengthen and expand the Dental Health Network toward the overarching goal of achieving 75 percent cavity-free five year olds by 2020. The Dental Network will use the new DentaQuest Foundation grant to implement the first year of the Strategic Plan and to develop a multi-hub network by deepening the leadership capacity of each of the action team chairs and Dental Health Network leadership. The award will also be used to fund existing staff as follows: 0.8 FTE Senior Office Assistant and 0.7 FTE Health Information Specialist II. Over 80 percent of the DentaQuest grant will be used to fund Department staff. Remaining funds from the award will support the annual Dental Health Summit in September 2017.

Services Agreement with Oral Health Solutions

Oral Health Solutions will design and develop an innovative smartphone mobile dental health application, *Sonoma Smile Mobile Application* to serve as a family’s personal dental tracker. Community Dental Health Workers will be trained and supported in using the application with families and patients to provide improved chronic disease management. The contractor will also develop a user manual, provide training, and provide application support through 2020. The Sonoma County Purchasing Agent approved a single-source waiver request for Oral Health Solutions based on their history of working with Sonoma County dental services in developing a customized dental data manager application and their ability to develop a standardized user interface consistent with the existing data manager application. Funding for this project is approximately \$86,000.

Prior Board Actions:

On March 15, 2016, the Board authorized a grant agreement with the DentaQuest Foundation to accept \$162,911 in revenue to convene the Dental Health Network and create a Sonoma County Oral Health Strategic Plan through February 28, 2017. The Board also authorized an amendment to an agreement with VIVA Strategy + Communications, LLC to facilitate the Dental Health Network and strategic planning for dental health through February 28, 2017, resulting in a new not to exceed amount of \$78,041.

On December 2, 2104 the Board approved a grant agreement with DentaQuest Foundation to accept \$162,725 in revenue to increase access to dental health services, for the term December 1, 2014 through November 30, 2015.

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

This action supports overall health, including the healthy development of children, by reducing the burden of dental disease among low-income children.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	167,434	1,027,942	964,076
Additional Appropriation Requested			
Total Expenditures	167,434	1,027,942	964,076
Funding Sources			
General Fund/WA GF			
State/Federal	110,786	914,645	964,076
Fees/Other	56,648	113,297	
Use of Fund Balance			
Contingencies			
Total Sources	167,434	1,027,942	964,076

Narrative Explanation of Fiscal Impacts:

DentaQuest Foundation grant funding of \$56,648 and Dental Transformation Initiative grant funding of \$110,786 will be funded in FY 16-17 using available appropriations. Additional DentaQuest Foundation funding of \$113,297 and Dental Transformation Initiative grant funding of \$914,645 will be added through the FY 17-18 supplemental budget process. Additional Dental Transformation Initiative grant funding will be included during the budget process for each additional fiscal year through FY 20-21 as shown in the table below. The County's obligations under each of the grant agreements are fully funded with grant funds.

Dental Transformation Initiative Grant Expenditures (Estimated)						
Description	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	Total
County Staff	\$58,162	\$467,383	\$483,833	\$513,604	\$264,509	1,787,491
Subcontracts	\$52,624	\$447,262	\$480,243	\$491,813	\$248,334	1,720,276
Totals	110,786	914,645	964,076	1,005,417	512,843	3,507,767

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:
Department of Health Care Services grant agreement (without attachments), DentaQuest grant agreement, Oral Health Solutions services agreement
Related Items “On File” with the Clerk of the Board:
Department of Health Care Services grant agreement

LOCAL DENTAL PILOT PROJECT AGREEMENT

The goals of the Local Dental Pilot Project (LDPP) are to increase dental prevention, caries risk assessment and disease management, and continuity of care among Medi-Cal children through innovative pilot projects implemented by alternative programs. Progress toward reaching pilot project(s) goals and objectives will be measured, tracked, and reported by all LDPPs, and in accordance with the Department of Health Care Services (DHCS) guidelines, with the potential for regional and/or statewide expansion of pilot project(s) that demonstrate a positive impact on the oral health of the targeted Medi-Cal populations. LDPPs shall meet the requirements to further the goals of one or more of the three following dental domains or other measures closely tied to the domains:

1. Domain 1- Increase preventive services utilization for children;
2. Domain 2- Increase caries risk assessment and disease management; and,
3. Domain 3- Increase continuity of care.

In response to DHCS's final Request for Application (RFA) relating to the LDPP Program on September 30, 2016, Sonoma County, Department of Health Services, as a lead entity, submitted its LDPP application (Attachment A), for implementation in Sonoma county. DHCS is approving \$3,507,767 for the submitted LDPP application. The approved funding will cover program years one through four upon signing this Agreement. The program year is on a calendar year basis.

The parties agree to the following:

A. That "Local Dental Pilot Project Application Revised July 28, 2016 Section 6: Attestations and Certification" shall be amended and replaced by the following:

Section 6: Attestations and Certification

6.1 Attestation

I certify that, as the representative of the LDPP lead entity, I agree to the following conditions:

1. The LDPP lead entity will comply with the requirements of Special Terms and Conditions (STCs) and Attachment JJ of the Medi-Cal 2020 Waiver.
2. The LDPP lead entity shall submit invoices at least quarterly, or more frequently, to DHCS in a format specified by the state.
3. Performance metrics for each pilot shall mirror the performance metrics of the dental domains, as applicable, delineated in the STCs and the metrics outlined in the application.
4. This Agreement between DHCS and the LDPP lead entity constitutes the agreement that specifies the LDPP requirements, including a data sharing agreement. [See Exhibit A "HIPAA Business Associate Addendum (BAA)" of this

Application.] The BAA will apply to the transfer and access of Protected Health Information (PHI) and Personal Information (PI) should the need for sharing such data arise. The DHCS BAA applies to any entity that is acting in a business associate capacity as defined by HIPAA specifically for the purpose of the LDPP's operation and evaluation. DHCS does not anticipate that PHI or PI will be shared with LDPP for the purpose of the LDPP's operation or evaluation. DHCS anticipates that there may be only limited, or no, sharing of PHI or PI from the LDPP to DHCS. However, the BAA will apply if PHI or PI is shared between DHCS and an LDPP lead entity.

5. The LDPP will report and submit timely and complete data to DHCS in a format specified by the state; guidance is forthcoming. Incomplete and/or untimely data submissions may lead to a payment withhold after multiple occurrences and technical assistance has been provided by the state.
6. The LDPP shall submit quarterly and annual progress reports in a manner specified by DHCS. Continuation of the LDPP shall be contingent on timely submission of all required reports.
7. The LDPP will participate, provide data and be evaluated consistent with the performance metrics of the dental domains, as applicable, delineated in the STCs and the metrics outlined in the application. The LDPP lead entity and project participants are required to meet with DHCS evaluators or its designees to assess the LDPP, based on timeframes specified by the state.
8. Payments for LDPPs will be contingent on deliverables and/or achievements as described in the application or subsequent amendments.
9. DHCS reserves the right to suspend or terminate a pilot at any time if the enumerated deliverables and/or achievements are either not met, or if corrective action has been imposed, and/or poor performance continues or for any other reason that, in the opinion of DHCS, jeopardizes the welfare of program participants.
10. If the LDPP intends to use state and federal funds for the development of an information technology application or other software solution, it must be platform independent and interoperable, and scalable with the ability to grow sufficient user capacity for potential statewide deployment. Additionally, the solution must be modular in nature and have the ability to integrate with other components as specified by DHCS. It must be compatible with a wide range of mobile platforms and support multiple browsers. The software solution must:
 - a. Comply with the American's with Disabilities ACT and HIPAA;
 - b. Comply with the Security and Privacy controls for Federal Information Systems and Organizations NISP SP 800-83;
 - c. Utilize FIPS 140-2 validated encryption; and
 - d. Follow Open Web Application Security Project (OWASP) guidelines.

11. LDPP payments shall not be earned or payable for activities otherwise directly reimbursed by Medi-Cal.
12. The LDPP lead entity has reviewed and compared the activities in the approved LDPP application to its county’s Medi-Cal California Medicaid Administrative Activities (CMAA) and/or Targeted Case Management Program (TCM). Appropriate adjustments to reduce the request for LDPP funds were made as necessary to ensure that the LDPP funding for activities and interactions of their care coordination teams do not duplicate payments under the county’s CMAA or TCM benefit. The LDPP lead entity has provided documentation for the adjustment(s) in the approved application, which was accepted in accordance with DHCS guidance provided to the LDPP lead entity during the DHCS application review process.
13. The LDPP lead entity will respond to general inquiries from the state pertaining to the LDPP within five business days after acknowledging receipt, and provide requested information within five business days, unless an alternate timeline is approved or determined necessary by DHCS.
14. The lead entity understands that the state of California must abide by all requirements outlined in the STCs and Attachment JJ. The state may suspend or terminate a LDPP if corrective action has been imposed and persistent poor performance continues. Should a LDPP be terminated, the state shall provide notice to the pilot and request a close-out plan due to the state within 30 calendar days, unless significant harm to beneficiaries is occurring, in which case the state may request a close-out plan within 10 business days. State requirements regarding pilot termination is addressed under Attachment JJ.

B. LDPP Agreement

Notice

All inquiries and notices relating to this Agreement should be directed to the representatives listed below. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Contract. The Agreement representatives during the term of this Agreement will be:

Department of Health Care Services	LDPP Lead Entity
Medi-Cal Dental Services Division	Sonoma County, Department of Health Services
Attention: Michael Potter, SSMII	Attention: Kim Caldewey
Telephone: (916) 552-8369	Telephone: (707) 565-6671

In the event that either DHCS or the LDPP lead entity designates another representative, the current representative must provide written notification to the other party at least thirty-days prior to the effective date that the new representative assumes responsibilities.

As a condition for participation in the LDPP, the LDPP lead entity (referred to as "Contractor" below) agrees to comply with all of the following terms and conditions, and with all of the terms and conditions included on any attachment(s) hereto, which is/are incorporated herein by reference:

1. **Nondiscrimination.** Pursuant to Affordable Care Act section 1557 (42 U.S.C. section 18116), during the performance of this Contract, Contractor shall not, and shall also require and ensure its subcontractors, providers, agents, and employees to not, cause an individual, beneficiary, or applicant to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or subject to any other applicable State and Federal laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through DHCS.
2. **Term and Termination.** This Agreement will be effective from the date both DHCS and Contractor have executed this Agreement and terminate on December 31, 2020 unless the application is renewed or the LDPP program is extended, or the LDPP is terminated in accordance with procedures established pursuant to STC 109 and Attachment JJ thereof.
3. **Compliance with Laws and Regulations.** Contractor agrees to, and shall also require and ensure its subcontractors agree to, comply with all applicable provisions of Chapters 7 and 8 of the Welfare and Institutions Code, and any applicable rules or regulations promulgated by DHCS pursuant to these chapters. Contractor agrees to, and shall also require its subcontractors to, comply with all federal laws and regulations governing and regulating the Medicaid program.
4. **Fraud and Abuse.** Contractor agrees, and shall also require its subcontractors to agree, that it shall not engage in or commit fraud or abuse. "Fraud" means intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person. "Abuse" means provider practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost to the Medi-Cal program or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care.

5. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Venue shall be proper in Sacramento County or in the county where services were rendered.
 6. **Complete Integration.** This Agreement, including any attachments or documents incorporated herein by express reference is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matters of this Agreement.
 7. **Amendment.** No alteration or variation of the terms or provisions of this Agreement shall be valid unless made in writing and signed by the parties to this Agreement, and no oral understanding or agreement not set forth in this Agreement, shall be binding on the parties to this Agreement.
 8. **Discrepancy or Inconsistency.** If there is a discrepancy or inconsistency in the terms of this Agreement and Attachment A, then this Agreement controls.
 9. **Budget Contingency Clause.** It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.
- I hereby certify that all information provided in this agreement is true and accurate to the best of my knowledge, and that this agreement has been completed based on a good faith understanding of LDPP program participation requirements as specified in the Medi-Cal 2020 waiver STCs, Attachments JJ, and any related DHCS approved documents pertaining to the LDPP.

Signature of LDPP Lead Entity Representative

Date

Name: Barbie Robinson

Title: Director, Department of Health Services, County of Sonoma

Signature of DHCS Representative

Date

Name: Mari Cantwell

Title: Chief Deputy Director, Health Care Programs

Local Dental Pilot Project Agreement

Attachments/Exhibits omitted.

Complete agreement is on-file with the

Clerk of the Board.

March 10, 2017

Kimberley Caldewey
Health Program Manager
Dept of Health Services-County of Sonoma
490 Mendocino Avenue, Suite 205
Santa Rosa, California 95404

Dear Ms. Caldewey,

On behalf of the DentaQuest Foundation Board of Directors, I am pleased to inform you that your request in the amount of \$169,945.00 has been approved to support the *Sonoma County Dental Health Network-Strategic Plan Implementation* project implemented by the Dept of Health Services-County of Sonoma. The purpose of this grant is to expand and build the capacity of the growing dental health network serving Sonoma County, leveraging its collective capacity to begin implementation of the collaboratively-designed Sonoma County Dental Health Strategic Plan. These funds will be used to fulfill the deliverables defined in your submitted work plan for the coming year.

In addition to this Award Letter, you will be forwarded your Terms and Conditions Agreement. Please log into the system and accept this agreement within the **next five (5) business days**. This grant award letter, together with the Terms and Conditions, are a binding agreement with respect to this Grant. Please also upload a completed W-9 form.

Once again, we are pleased to include your organization among the national network of oral health leaders who share our mission to improve the oral health of all through the realization of our shared Oral Health 2020 vision. We look forward to our partnership with you and your colleagues on this important endeavor.

Sincerely,



Michael Monopoli, DMD, MPH, MS
Executive Director
DentaQuest Foundation

**Oral Health 2020
TERMS AND CONDITIONS**

DENTAQUEST FOUNDATION CONTACT

Please contact Andrew Bishop, Grants and Programs Associate, with all inquiries related to this grant.

Email: andrew.bishop@dentaquestfoundation.org

Phone: 617-886-1890

The following terms and conditions (the "Terms and Conditions") apply to the 2017 grants made by the DentaQuest Foundation as part of its Oral Health 2020 Initiative. As used in this document, the recipient of a grant is referred to as "grantee" or "you."

GRANTEE'S TAX STATUS

You represent that **Dept of Health Services-County of Sonoma** is currently either (i) a tax exempt organization described in Section 501(c)(3) of the Internal Revenue Code (IRC) and either (a) not a private foundation and not a Type III supporting organization described in Section 509(a)(3)(B)(iii) of the IRC; or (b) a tax exempt operating foundation described in Section 4940(d)(2) of the IRC; or (ii) an organization described in Section 170(c)(1) or Section 511(a)(2)(B) of the IRC. You must notify us at once if you cease to be exempt from federal income taxation as an organization described in Section 501(c)(3), or your status as not a private foundation under Section 509(a) or not a Type III supporting organization under Section 509(a)(3)(B)(iii), as an exempt operating foundation described in Section 4940(d)(2) or as a Section 170(c)(1) or Section 511(a)(2)(B) organization changes. If your exempt status changes, the Foundation reserves the right to have all unexpended grant funds immediately returned.

EXPENDITURE OF FUNDS

The duration of this Grant is one year, commencing **March 1, 2017** and ending **February 28, 2018**. You will directly administer the program being supported by the Grant. The Grant is not transferable by you to any other entity or person. The Grant funds of **\$169,945.00** must be spent as specified in the Foundation approved budget for your final approved proposal. Any material changes in the program or the budget may only be made with prior written approval by the Foundation (see Budget Reallocation or Project Revision). The Foundation's approval of this Grant does not obligate the Foundation to approve or provide any future grant funds.

No part of the Grant may be used to carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the IRC.

No part of the Grant may be used to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the IRC.

No part of the Grant may be used to provide a grant to an individual for travel, study or similar purpose within the meaning of Section 4945(d)(3) of the IRC without prior written approval of the Foundation. Payment of salaries, other compensation or expense reimbursement to your employees within the scope of their employment do not constitute grants for these purposes and are not subject to these restrictions.

No part of the Grant may be used for purposes other than charitable purposes within the meaning of Section 170(c)(2)(B) of the IRC. If any portion of the Grant is used for other purposes, you will be required to repay to the Foundation that portion of the Grant and any additional amount in excess of such portion necessary to effect a correction under Section 4945 of the IRC.

You shall also be required to repay to the Foundation any portion of the Grant which for any reason is not used exclusively for purposes of the Grant.

GRANT PAYMENTS

The Foundation intends to disburse the Grant as follows: a check payable to the Grantee, representing the full amount of approved expenses as set forth in the approved budget will be forwarded once the Foundation has received the original executed Terms and Conditions.

MEDIA

Dept of Health Services-County of Sonoma will acknowledge the financial support of the Foundation in all public announcements with respect to the program funded by this Grant, whether oral or written, and in all official reports and financial statements. You are required to discuss public communications with respect to the Grant and your program under the Grant with the Foundation in advance with the exception of communications made in connection

with carrying out the purposes of the Grant. Please contact Andrew Bishop with any questions.

BUDGET REALLOCATION OR PROJECT REVISION

This Grant has been awarded based upon the project budget and program description presented in your final approved proposal. The grant funds must be spent as specified in the Foundation approved budget. Grant award reallocation or revision may be requested if the revision is within the scope of the award. Requests to substantially revise the scope of an award for activities not originally proposed, or inconsistent with the award’s intent, will not be granted. If a reallocation is necessary to complete the project intent, it must be approved in writing by the Foundation prior to incurring any expenses that are not consistent with the approved budget.

UNSPENT FUNDS

Any Grant funds not used or committed for the specific purpose of this Grant must be returned to the Foundation with the final report, unless otherwise authorized in writing in advance by the Foundation. **Dept of Health Services-County of Sonoma** may request to use unspent grant funds if there is a balance of funds after all components of the project plan have been accomplished. Approval by the Foundation must be received prior to incurring any expenses to be charged against unspent funds.

REPORTING REQUIREMENTS

The DentaQuest Foundation, and its contracted evaluators, will require your participation in project evaluation, project reporting, and data collection (“reporting requests”) during the grant period. The DentaQuest Foundation will provide you with ample notice and timelines for “reporting requests”. Your Grant is conditioned upon compliance with these “reporting requests” and the deadlines established by the DentaQuest Foundation for each and every “reporting request”.

ACCOUNTING AND AUDIT

You are required to establish a separate account on your books of account for the Grant and systematically maintain an accounting record of the receipt and disbursement of funds from that account. Substantiating documents such as bills, invoices, cancelled checks and receipts must be retained in your files for at least six (6) years after expiration of the Grant. You agree to provide a copy of your accounting records and supporting documentation related to the Grant to the Foundation promptly upon its request and to make such accounting records and supporting documentation available for audit by the Foundation at reasonable times.

INTELLECTUAL PROPERTY RIGHTS

As between you and the Foundation, you may claim an interest in any intellectual property rights that may exist in the work created by your activities pursuant to the Grant. However, as a condition of the Grant, the Foundation requires you to make such products available to the public upon request in furtherance of the charitable purposes of the Grant.

TERMINATION

The Foundation may terminate the Grant at any time and in its sole discretion if there is a change in your tax exempt status, you become unable to carry out the purposes of the Grant, cease to be an appropriate means of accomplishing the purposes of the Grant or fail to comply with your obligations in connection with the Grant. Upon termination, all unexpended Grant funds must be immediately returned to the Foundation.

AUTHORITY; COMPLIANCE WITH LAWS

You represent and warrant that you have full power and authority to agree to accept the Grant in accordance with these Terms and Conditions and that you will comply with all applicable federal and state laws and regulations in performing your obligations and carrying out the program contemplated by the Grant and these Terms and Conditions.

If these Terms and Conditions and Travel Policy are acceptable, **please upload a signed version of this document into the system within five (5) business days of receipt.**

On behalf of Dept of Health Services-County of Sonoma, I have reviewed, understand and agree to accept all conditions of this Grant award and the Travel Policy as stated herein and comply with the requirements of the DentaQuest Foundation.

Signature: _____ Date: _____

Name: Barbie Robinson Title: Director, Department of Health Services



Grantee and Partner Travel Policy *Updated January 2017*

The DentaQuest Foundation (DQF) travel policy has been updated to help effectively manage travel expenses for our grantees and partners that are incurred while attending DentaQuest Foundation meetings and events. Each approved traveler is responsible for meeting the guidelines stated in the Foundation policy.

Meetings and events are carefully planned to maximize the benefit of our grantees and partners. It is expected for all travelers to attend DentaQuest Foundation funded events or meetings in their entirety. If a traveler is unable to attend the entire meeting, the traveler must submit a request for approval to DQF prior to the event or meeting at events@dentaquestfoundation.org prior to booking travel. If a request is not submitted, the Foundation reserves the right to invoice the traveler and organization for any incurred expenses.

BECOMING AN APPROVED TRAVELER

- The Foundation, or an approved representative, will be responsible for inviting the appropriate organizations.
- The approved organizations will then select the names of the number of approved travelers and will communicate that to DentaQuest Foundation. Organizations may also designate an alternate if needed.
 - All approved travelers must have the Grantee Traveler field entered into the FLUXX system under Contact Information section in their User/People profile. If the field is not populated, the Foundation reserves the right to cancel any GANT travel reservation.
 - All travelers must be registered to use DQF's Concur Travel Tool through Gant Travel in order to book travel. If you are not registered, please email events@dentaquestfoundation.org to obtain the registration link to create your profile.
 - **Travelers must watch this short training video prior to receiving the registration link and being able to book travel.**
 - All travelers are responsible for keeping their GANT profile up to date, including the name as it appears on the traveler's government issued ID.

TRAVELING TO AND FROM A DQF EVENT

- Once approved as a traveler, please register for the event using the communicated method (registration link, email, etc).
- During registration please indicate your choice of travel.. Approved travelers choosing flight or train travel should view the recorded training webinar prior to booking travel. Please note the car rental option shown in the training does not apply.
- After viewing the training, travelers can book via the onlineConcur Travel Tool through Gant Travel. All booked coach flights and train are paid directly by DQF. Any first class or upgraded seating will be at the cost of the traveler and not DQF.
- The travel tool uses the below color guidelines to help you book your travel. The Foundation will be notified of each transaction and maintains the right to cancel bookings if not meeting policy requirements.
 - Green - \$0 - \$500 -*no approval needed to book flight or train travel*

- Yellow - \$501 - \$750 – a reason is required to book flight or train travel
- Red - over \$751 – a reason is required and DQF must take action to approve or decline in 24 business hours to book flight or train
- All travelers should confirm the following prior to completing a booking;
 - Traveler profile is up to date including the name as it appears on the traveler's government issued ID
 - Traveler selected the correct DQF event
 - The dates and locations selected are correct
- After selecting your chosen flights or train travel The Concur Travel Tool will take you to a *Trip Confirmation*. At the bottom of the *Trip Confirmation* page is a button that says *Purchase Ticket*. You must select *Purchase Ticket* to book and confirm your trip. If you happen to miss the *Purchase Ticket* button, Concur considers the reservation incomplete and will cancel it after several hours of inactivity.
- If you need technical assistance with the online tool while booking or modifying a reservation, please contact GANT Travel (M-F 8am-6pm CST) at gantonline@ganttravel.com. Agents are available for technical assistance or travel emergencies only by calling 877-924-0304. Do not contact DQF for flight cancellations or changes.
 - **Travelers are responsible for making modifications and cancellations within 24 business hours of the booking to avoid fees. If changes or cancellations are made after this time period, travelers will be responsible for the incurred fees. A traveler might inquire a credit through GANT if modifications or cancellations are made within a certain time frame and are required to use this credit before the expiration date or the Foundation reserves the right to invoice the traveler and organization for any incurred fees.**
 - In the unlikely event that pricing within the Concur Travel Tool for the same exact flight is pricing higher than another booking system, please notify and send supporting documentation to events@dentaquestfoundation.org prior to booking. The Foundation will work directly with GANT on the issue.
- Seat upgrades, priority seating /boarding, and first class tickets will not be reimbursed and should be purchased at your own expense.

Alternate Travel

- During event registration, you must select car travel as your choice of travel.
- For travelers using a personal vehicle, up to 200 roundtrip miles per event would be included in 2015 and beyond grant incidentals. Above 200 miles can be submitted for reimbursement for mileage following the standard mileage reimbursement rate. DQF will send you a form to complete for reimbursement.
- Travelers wanting to book a rental car must submit a request for approval to DQF at events@dentaquestfoundation.org prior to booking.
 - This option would only be for travelers that are unable to use a personal vehicle, and are also unable to book a flight or train via the Concur Tool.
 - The traveler will be responsible for booking and paying for the rental car and gas. The Concur Tool does not allow car rental reservations or payments.
 - DQF does not reimburse for car rental insurance. Necessary insurance is the responsibility of the traveler/driver.
 - DQF does not reimburse for extras or specific fees, including but not limited to, alternate authorized driver fees, lost key fee, GPS navigation, roof racks, refueling fee, and early/late return fees.
 - All risk, damage, and associated costs with a rental car are the traveler's responsibility.
 - DQF will send you a form to complete for reimbursement. To be reimbursed, please submit all receipts for the rental and for purchased gas during the trip.

WHILE AT A DENTAQUEST FOUNDATION EVENT

Lodging / Hotel

- Hotel room block rates for approved travelers will be directly negotiated and paid by DQF.
 - Approved travelers must book their own reservation via the hotel link in the invitation.
 - When making a reservation, a credit card must be provided by the traveler to secure the reservation. The credit card will only be charged for add-on services or cancellation fees.
 - DQF will directly pay for the negotiated hotel block costs associated with the number of days that a DQF meeting or gathering takes place. Additional nights that are required due to flight schedules or other circumstances require prior approval.
 - **In the event that it is necessary to change or cancel guaranteed reservations, it is the responsibility of the traveler to cancel the reservation prior to the cancellation policy specified on your itinerary. Please acquire a cancellation number and share with events@dentaquestfoundation.org for proof of cancellation.**
 - **Fees associated with late cancellations or not showing for your reservation are the traveler's**

responsibility unless an extreme circumstance occurs. The Foundation reserves the right to invoice the traveler and organization for any incurred fees. initials

- Any nights beyond the number associated with the DQF meeting or gathering must be purchased at your own expense. Upon arrival, please notify the hotel of which nights are at your own expense and provide your own form of payment.
- Room upgrades or hotel rooms other than standard room rates will not be reimbursed and should be purchased at your own expense.
- Add-on services such as room service, movies, health clubs, mini bars, and other services are not covered by DQF. The traveler must pay for these services at the time they are used.
- If you attend a meeting where DQF does not have a room block, an itemized receipt for lodging must be attached to the expense report to receive reimbursement. The receipt must have proof of payment that shows "bill to credit card".

Incidental Expenses

- There are sometimes expenses associated with traveling to and from DQF events that the Foundation refers to as incidental expenses. Examples of incidental expenses include but are not limited to in-transit meals and meals not included in DQF convening schedules, parking, taxi, ground transportation, mileage, parking/tolls, and baggage fees. Currently, DQF has undergone a transition on how these expenses are processed;
- For all grantees, including all Oral Health 2020, National Interprofessional Initiative on Oral Health, and network leaders and representatives.
 - Incidental expenses were included in applicable grants awarded in 2016 and 2015 by using an average of \$200/per person (up to two people) per organization per DQF event.
 - Approved travelers that have incidentals included into the grant award do not submit for reimbursement from DQF.
 - If travelers or organizations exceed the average amounts or attend additional meetings, the Foundation is not under obligation to reimburse for additional incidental expenses.
- In rare circumstances, incidentals may not have been included in grant or program funding. If this is the case, please contact DQF at events@dentaquestfoundation.org to understand whether the traveler is able to submit via a reimbursement process. The Foundation reserves the right to not reimburse for expenses.

- If you have trouble accessing the GANT website, please contact your IT administrator to allow you access. If you are still unable to access the site, have another policy that prevents you from using the Concur Tool, or any other questions regarding the DentaQuest Foundation Travel Policy, please contact events@dentaquestfoundation.org.

COUNTY OF SONOMA
AGREEMENT FOR SERVICES
(Revision H – Non-BH – 2017 Mar 8)

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 Oral Health Solutions, Inc. (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is a duly qualified software application developer, experienced in the design and development of software applications 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 design and develop a Mobile Dental Tracking Application and associated internet-based database, develop a user manual, and provide training on the application and database.

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 and Budget), 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 and Budget
- Exhibit B. Insurance Requirements
- Exhibit C. Waiver of Insurance Requirements
- Exhibit D. Business Associate Addendum

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 per hour basis in accordance with the budget set forth in Exhibit A (Scope of Work and Budget). There shall be no payment for expenses incurred in performing services. 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) the time in quarter hours devoted to the task(s), and (iii) the hourly rate(s) of the person(s) performing the task(s). 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 \$86,000 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 2 (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:
- b. CFDA Title:
- c. Federal Agency:
- d. Award Name:
- e. Federal Award(s) Amount:

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 December 31, 2020 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 9.12 (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 9.6 (Records Maintenance), (4) Section 9.6.1 (Right to Audit, Inspect, and Copy Records), (5) Section 9.16 (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 B (Insurance Requirements), which is attached hereto and incorporated herein by this reference (hereinafter "Exhibit B").

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. Representation, Warranty, and Responsibility as to Data Security

9.4.1. Data Security

Contractor shall preserve, and shall ensure that its sub-consultants or vendors preserve, the confidentiality, integrity, and availability of County data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that the selected firm then applies to its own processing environment. Maintenance of a secure processing environment includes, but is not limited to, the timely application of patches, fixes and updates to operating systems and applications as provided by Contractor and/or its sub-consultants or vendors. Contractor agrees to, and shall ensure that its sub-consultants or vendors, comply with County's current and future information security policies, standards, procedures, and guidelines.

9.4.2. Encryption Requirements

Contractor shall encrypt, and shall ensure that its sub-consultants or vendors encrypt, confidential information whether the data is in transit, or at rest, including but not limited to Personally Identifiable Information (PII) or Protected Health Information (e.g., PHI, ePHI).

9.4.3. Security Breach

Contractor shall comply, and shall ensure that its sub-consultants or vendors comply, with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information(PII) or protected health information(e.g., PHI, ePHI) or other event requiring notification. In the event of a breach, or other event requiring notification under applicable law, Contractor shall:

- a. Notify County by telephone and e-mail within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of information of which Contractor or its agents become aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations.
- b. Assume responsibility for informing all such individuals in accordance with applicable federal or state laws or regulations.
- c. Pursuant to Article 5 (Indemnification) of the Agreement, provide indemnity and other protection as specified therein.

9.4.4. Request to Audit

Contractor will accommodate and upon reasonable notice by Sonoma County, work with Sonoma County and/or its subcontractors to submit to a random information security audit. This is to ensure that the contractor's and/or vendor's information security practices or standards comply with Sonoma County's information security policies, standards, procedures and guidelines. Contractor shall ensure that its sub-consultants or vendors comply with this requirement.

9.4.5. Cyber Risk Insurance Requirements

Contractor shall include, and shall ensure that its sub-contractors or vendors include, cyber risk insurance requirements in compliance with County of Sonoma Risk Management standards.

9.5. 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.

9.6. 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.

9.6.1. 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.

9.7. 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.

9.8. 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.

9.9. 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.

9.10. 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.

9.11. 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.

9.12. 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.

9.13. Authority

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

9.14. 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.

9.15. 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.

9.16. 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 9.16 shall survive termination of this Agreement.

9.17. Contractor Notification of Breach or Improper Disclosures

County receives funding for Cavity-Free Sonoma from the State Department of Health Care Services pursuant to the Local Dental Pilot Project (LDPP) Agreement (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.

9.17.1. 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.

9.17.2. 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.

9.18. 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.

9.19. 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.

9.20. 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.

9.21. 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.

9.21.1. 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.

9.21.2. 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:

Kim Caldewey
Health Program Manager
Health, Policy, Planning and Evaluation Division
Department of Health Services
County of Sonoma
490 Mendocino Avenue, Suite 101
Santa Rosa CA 95401
707.565.6671
kim.caldewey@sonoma-county.org

To Contractor:

Bruce Boyer
President / CEO
Oral Health Solutions, Inc.
101 Broadway, Suite 248
Oakland CA 94607
510-629-4929 x801
bboyer@oralhs.com

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

13. Miscellaneous Provisions

13.1. No Waiver of Breach

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

13.2. Construction

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

13.3. Consent

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

13.4. No Third-Party Beneficiaries

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

13.5. Applicable Law and Forum

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

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

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

CONTRACTOR:

Bruce Boyer, President/CEO
Oral Health Solutions, Inc.

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

Dated

Approved as to Substance:

Tanya North

Information Systems Manager

4-13-17

Dated

Exhibit A. Scope of Work and Budget

Objective 1: Design and develop Mobile Dental Tracking Application (app) for the Cavity-Free Sonoma pilot				
Activities	Timeline	Person(s) Responsible	Deliverables	Budget
1. Develop and document Design Specification.	May – July 2017	Bruce Boyer, Community Consultant, Software (SW) Developer	<ul style="list-style-type: none"> • Mockups of all screens • Text descriptions of app • Description of data requirements 	\$40,000
2. Develop working version and conduct beta testing.	July – August 2017	Bruce Boyer, SW Developer, Community Consultant	<ul style="list-style-type: none"> • Working version of app • Summary of field testing 	
3. Develop final version based on beta testing.	August – September 2017	Bruce Boyer, Community Consultant, SW Developer	<ul style="list-style-type: none"> • Final app 	\$5,000
4. Deploy Final Version.	October 2017	Bruce Boyer, SW Developer	<ul style="list-style-type: none"> • Summary of revisions • Revised Specification 	

Mobile Dental Tracking Application (app) shall comply with the following specifications:

- App optimized for Mobile Devices (iOS and Android)
- Should have SSL/TLS 1.2 encryption enabled
- Input should be encrypted in transit
- Branding (i.e., Sonoma County logo)

Objective 2: Design and develop internet-based database (DB) for the Mobile Dental Tracking Application				
Activities	Timeline	Person(s) Responsible	Deliverables	Budget
1. Develop Design Specification with input from and County.	May – June 2017	Bruce Boyer	<ul style="list-style-type: none"> • Description of data requirements • Description of User Processes • Selection of database application 	\$5,000
2. Document Design Specification.	June – July 2017	Bruce Boyer, SW Developer	<ul style="list-style-type: none"> • Database design diagram • Use Cases for User Processes 	
3. Develop working version suitable for beta testing.	August – September 2017	Bruce Boyer, SW Developer	<ul style="list-style-type: none"> • Final Beta software design specification 	\$15,000
4. Field test the beta version in conjunction with the Mobile Dental Tracking App.	October – November 2017	Bruce Boyer, Community Consultant	<ul style="list-style-type: none"> • Summary of field testing • Suggested revisions 	
5. Develop the final version based on results from beta testing.	November – December 2017	Bruce Boyer, SW Developer	<ul style="list-style-type: none"> • Final DB 	\$5,000
6. Deploy Final Version.	December 2017	Bruce Boyer, SW Developer	<ul style="list-style-type: none"> • Summary of revisions • Revised Specification 	
7. Provide de-identified data reports to County on a schedule to be determined.	On going	Bruce Boyer, SW Developer	<ul style="list-style-type: none"> • Data reports from mobile application 	

Hosted database shall comply with the following specifications:

- Database should be encrypted in transit and at rest
- Database encryption should be FIPS140-2
- Highly resilient databases
- SQL Server 2012 r2 or higher

Objective 3: Develop User Manual and provide training on use of Mobile Dental Tracking Application/database(DB)				
Activities	Timeline	Person(s) Responsible	Deliverables	Budget
1. Create a preliminary User Manual suitable for both app Users and Community Dental Health Workers.	July – August 2017	Boyer, Community Consultant	• Preliminary User Manual	\$7,000
2. Gather feedback on User Manual from stakeholders.	July – August 2017	Community Consultant	• Summary of stakeholder feedback	
3. Create a Final version of the User Manual.	September 2017	Community Consultant	• Final User Manual	
4. Create training material and train Cavity-Free Sonoma Team on app.	September 2017	Community Consultant	• Training material	\$5,000
5. Train Cavity-Free Sonoma Team on app.	September – October 2017	Community Consultant	• Training	

Objective 4: Transition Mobile Dental Tracking Application site maintenance and management to Cavity-Free Sonoma Team				
Activities	Timeline	Person(s) Responsible	Deliverables	Budget
1. Provide training to Cavity-Free Sonoma Team.	December 2017 – March 2019	Bruce Boyer, Community Consultant	• Training	\$4,000
2. Provide ongoing technical assistance on site usage as needed, including quarterly teleconference consults.	April 2019 – December 2020	Bruce Boyer, SW Developer	• Quarterly teleconference	
3. Provide ongoing support to ensure timely updates and maintenance of application.	Ongoing	Bruce Boyer, SW Developer	• Functional application	

Total Budget: \$86,000.00

Additional Requirements:

The information technology application/software solution must be platform independent and interoperable, and scalable with the ability to grow sufficient user capacity for potential statewide deployment. Additionally, the solution must be modular in nature and have the ability to integrate with other components as specified by Department of Health Care Services. It must be compatible with a wide range of mobile platforms and support multiple browsers. The software solution must:

- Comply with the American’s with Disabilities Act and HIPAA (Health Insurance Portability and Accountability Act)
- Comply with the Security and Privacy controls for Federal Information Systems and Organizations NISP SP 800-83
- Utilize FIPS 140-2 validated encryption
- Follow Open Web Application Security Project (OWASP) guidelines

Hourly Rates:

Name	Job Class	Hourly Rate
Bruce Boyer	Software Developer	\$72.12
Don Habibi	Software Developer	\$72.12
Brent Hughes	Community Consultant	\$21.63

Exhibit B. 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.

-
- 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 C. Waiver of Insurance Requirements

Exhibit C Waiver of Insurance Requirements			
This Exhibit modifies the insurance requirements as specified in Exhibit B			
Department	Health Services	Dept Contact	Kim Caldewey
		Phone	565.6671
Contractor, Consultant, Vendor, Licensee, Tenant			
Oral Health Solutions, Inc.			
Contact Person	Bruce Boyer	Phone	510-629-4929
Contract Term	Effective Date - 2020 Dec 31	Contract Cost	\$86,000
		Template #	3
Was there an RFP/RFQ or other competitive process for this agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
If yes, was an exception to the Insurance Requirements noted in the Vendor's proposal? Yes <input type="checkbox"/> No <input type="checkbox"/>			

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

Section I - Department Waivers (Must be designated "Department Waiver" in the Template Assistant)

Requirement to be Waived and Reason

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

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

Exhibit D. Business Associate Addendum

(Revision 2016 Sep 7)

TO THE
SERVICES AGREEMENT
BETWEEN
COUNTY OF SONOMA
AND
ORAL HEALTH SOLUTIONS, INC.

This Business Associate Addendum (“Addendum”) supplements and is made a part of the service agreement (“Agreement”) by and between County of Sonoma (“County”) and Oral Health Solutions, Inc. (“Business Associate”).

RECITALS

WHEREAS, County is a Hybrid Entity as defined under 45 CFR Section 164.504;

WHEREAS, Oral Health Solutions, Inc. is a Business Associate as defined under 45 CFR Section 160.103;

WHEREAS, County wishes to disclose certain information to Business Associate pursuant to the terms of the Addendum, some of which may constitute Protected Health Information (“PHI”); including electronic Protected Health Information (“ePHI”);

WHEREAS, County and Business Associate intend to protect the privacy and provide for the security of PHI, including ePHI, disclosed to Business Associate pursuant to the Addendum in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“the HIPAA Regulations”) and other applicable laws; and

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule and Security Rule requires County to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Section 164.502(e), 164.504(e), and 164.308(b)(1) of the Code of Federal Regulations (“CFR”) and contained in the Addendum.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. Definitions. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the HIPAA Regulations found in Section 160.103, 164.304, and 164.501.
 - a. HIPAA Regulations. “HIPAA Regulations” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - b. Breach. “Breach” shall mean the acquisition, access, use, or disclosure of protected health information in a manner not permitted under subpart e of part 164 which compromises the security or privacy of protected health information as defined at 45 CFR 164.402.
 - c. Business Associate. “Business Associate” shall have the same meaning as the term “Business Associate” in Section 160.103.

-
- d. Data Aggregation. “Data Aggregation” shall have the same meaning as the term “Data aggregation” in Section 164.501.
 - e. Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.
 - f. Disclosure. “*Disclosure*” means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information in accordance with Section 160.103.
 - g. Health Care Operations. “Health Care Operations” shall have the same meaning as “Health care operations” in Section 164.501.
 - h. Individual. “Individual” shall have the same meaning as the term “Individual” in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
 - i. Minimum Necessary. “Minimum Necessary” shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Sections 164.502(b) & 164.514(d): *Standard: Minimum Necessary*.
 - j. Privacy Rule. “Privacy Rule” shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and E.
 - k. Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 160.103, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.
 - l. Required by Law. “Required by law” shall have the same meaning as the term “required by law” in Section 164.103
 - m. Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his/her designee.
 - n. Security Incident. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of personally identifiable information. A Security Incident includes the attempted or successful unauthorized access, use, disclosure, modification, or destruction of or interference with systems operations in an information system which processes Protected Health Information that is under the control of Covered Entity, or Business Associate of Covered Entity, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.
 - o. Security Rule. “Security Rule” shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164, Subparts A and C.
 - p. Subcontractor. “Subcontractor” means a subcontractor of Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate.

-
- q. **Unsecured Protected Health Information.** “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in Section 164.402, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.
- r. **Use.** “Use” means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information in accordance with Section 160.103.
2. **Obligations of Business Associate.** Business Associate acknowledges that it is directly required to comply with the HIPAA Regulations and that Business Associate (including its subcontractors) may be held directly liable and subject to penalties for failure to comply. To the extent the Business Associate is to carry out one or more of the County’s obligations under Subpart E of 45 CFR Part 164 of the Privacy Rule, Business Associate agrees to comply with the requirements of Subpart E that apply to the County in the performance of such obligations.
- a. **Use or Disclosure of Protected Health Information.** Except as otherwise provided in this Addendum, Business Associate, shall use and/or disclose PHI only as necessary to perform functions, activities or services, documented in Exhibit A (Scope of Work and Budget), for or on behalf of County, as specified in this Addendum, provided that such use does not violate the HIPAA Regulations. Business Associate agrees not to further use or disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law. Business Associate must make reasonable efforts to limit Protected Health Information to the Minimum Necessary to accomplish the intended purpose of the use, disclosure, or request. The uses of PHI may not exceed the limitations applicable to County under the HIPAA Regulations.
- b. **Safeguarding Protected Health Information.** Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum. Business Associate shall implement administrative, physical, and technical safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI created, received, maintained or transmitted on behalf of County and prevent use or disclosure of PHI other than as provided for by the Agreement.
- i. **Encryption Requirements for Transmission of Electronic Data.** All PHI transmitted to Business Associate by County; and/or for or on behalf of County by Business Associate; and/or to County by Business Associate shall be provided or transmitted in a manner which renders such PHI unusable, unreadable or indecipherable to unauthorized persons, through the use of a technology or methodology set forth by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5, and in accordance with the National Institute of Standards Technology (NIST) and Standards and Federal Information Processing Standards (FIPS), as applicable.
-

- ii. Destruction of PHI on paper, film, or other hard copy media must involve either shredding or otherwise destroying the PHI so that it cannot be read or reconstructed.
 - iii. Should any employee or subcontractor of Business Associate have direct, authorized access to County computer systems that contain PHI, Business Associate shall immediately notify County of any change of such personnel (e.g. employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for County to disable the previously authorized access.
- c. Notification of Breach, Unauthorized Use or Improper Disclosure. Business Associate must notify County in writing of any access, use or disclosure of PHI not permitted or provided for by this Addendum and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations, of which it becomes aware. A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent, or other representative of the Business Associate.
- i. Notification must be made as soon as practicable but not later than 24 hours after discovery by telephone call at 707-565-4703, plus e-mail at DHS-Privacy&Security@sonoma-county.org , and will include:
 - 1. The identification of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed; and
 - 2. A description of any remedial action taken or proposed to be taken by Business Associate.
 - ii. Business Associate must mitigate any harm that results or may result from the breach, security incident, or unauthorized access, use, or disclosure of unsecured PHI by Business Associate or its employees, officer, subcontractors, agents, or other representatives.
 - iii. Following a breach or unauthorized access, use or disclosure of unsecured PHI, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make this documentation available to County.
- d. Agents and Subcontractors of Business Associate. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), and to the extent that Business Associate uses any agent, including a subcontractor, to which Business Associate provides PHI received from, created, maintained or received by Business Associate on behalf of County, Business Associate shall execute an agreement with such agent or contractor containing requirement to ensure compliance with the same restrictions and conditions that apply through this Addendum to Business Associate with respect to PHI.

-
- e. Access to Protected Health Information. At the request of County, and in the time and manner designated by County, Business Associate shall provide access to PHI in Designated Record Set to an Individual or County to meet the requirements of 45 CFR section 164.524.
- f. Amendments to Designated Record Set. Business Associate shall make any amendment(s) to PHI in a designated record set as directed or agreed to by the County, or to take other measures necessary to satisfy the County's obligations under 45 CFR 164.526.
- g. Accounting of Disclosures. Business Associate shall document and make available such disclosures of PHI and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- h. Records Available to County, State and Secretary. Business Associate shall make available internal practices, books and records related to the use, disclosure and privacy protection of PHI received from County, or created, maintained or received by Business Associate on behalf of County, to the County, State, or to the Secretary of the United States Department of Health and Human Services for the purposes of investigating or auditing Business Associate's compliance with the HIPAA Regulations, in the time and manner designated by County, State or Secretary.
- i. Return Destruction of Protected Health Information. Upon termination of this Addendum for any reason, Business Associate shall:
- i. Return all PHI received from County, created, maintained or received by Business Associate on behalf of County and required to be retained by the HIPAA regulations; or
 - ii. At the discretion of County, destroy all PHI received from County, or created, maintained or received on behalf of County by Business Associate on behalf of County. Destruction of PHI on paper, film, or other hard copy media must involve shredding or otherwise destroying the PHI in a manner which would render the PHI unreadable, undecipherable, or unable to be reconstructed. Business Associate shall certify in writing that such PHI has been destroyed.
 - iii. Should any employee or subcontractor of Business Associate have direct, authorized access to computer systems of the County, that contain PHI, Business Associate shall immediately notify County of any change in such personnel in order for County to disable the previously authorized access.
- j. Data Aggregation. Business Associate may provide data aggregation services related to the health care operations of County as permitted by 45 CFR 164.504(e)(2)(i)(B).
- k. Other Applicable Laws. Business Associate shall comply with all other applicable laws to extent that such state confidentiality laws are not preempted by HIPAA.
- l. Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against covered entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

3. Amendments to Addendum. No amendment of this Addendum shall be effective unless and until such amendment is evidenced by a writing signed by the parties. County and Business Associate agree to take such action as is necessary to amend this Addendum as required for County to comply with the requirements of the HIPAA Regulations. However, any provision required by HIPAA Regulations to be in this Addendum, shall bind the parties whether or not provided for in this Addendum.
4. Termination of Addendum. If Business Associate should fail to perform any of its obligations hereunder, or materially breach any of the terms of this Addendum, County may terminate this Addendum immediately upon provision of notice to Contractor stating the reason for such termination. County, within its sole discretion, may elect to give Business Associate an opportunity to cure such breach.
 - a. Material Breach. A breach by Business Associate or any of its agents or subcontractors of any provision of this Addendum, as determined by County, shall constitute a material breach of the Addendum and shall provide grounds for immediate termination of the Addendum.
5. Indemnification. Business Associate 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 Business Associate 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. Business Associate agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Business Associates' or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Business Associates' obligations under this Article apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Business Associate's expense, subject to Business Associates' 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 Business Associate or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 31
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 9, 2017

Vote Requirement: No Vote Required

Department or Agency Name(s): County Administrator's Office and Various Departments

Staff Name and Phone Number:

Peter Bruland, 565-3086

Supervisorial District(s):

Title: Introducing Fiscal Year 2017-18 User Fees and Charges

Recommended Actions:

Review adjustments to County department and agency user fees and charges included in this agenda, reflecting new or updated user fee and charge schedules to be effective on July 1, 2017, unless otherwise noted.

Executive Summary:

The Constitution and laws of the State of California allows for the collection of certain fees and charges for cost recovery of government activities that provide a specific benefit or service or are in place for regulatory purposes such as issuing licenses or performing inspections. Each year the County departments and agencies adjust and/or add service delivery user fees, rates, and charges based on actual costs incurred to provide service and projected costs estimates for the coming fiscal year. This year nine departments are submitting approximately 675 adjustments to fee amounts as part of this package. The total estimated revenue change for FY 2017-18 is \$9,344,488. More the 75% of the change is within Health Services to receive appropriate Medi-Cal reimbursement, while most of the rest is related to medical cannabis fees and to the previously scheduled increases in Environmental Health fees. Subsequent individual agency reports highlight the specific changes to fees and program impacts. An executive summary of the changes is attached to this item.

Discussion:

On March 7, 2017 the Board ratified the Budget and Financial Revenue Management Policy, which states "Programs financed by charges for services, fees, grants, and special revenue fund sources shall pay their full and fair share of all direct and indirect costs to the extent feasible and legally permitted, including cost recovery towards future assets and/or system replacement."

Annually, staff presents for the Board's consideration ordinances and resolutions adjusting and adding user fees, rates, and charges based on operating cost estimates for the coming fiscal year. In accordance with Government Code 6062(a) public notice was given through publication of notice of the fee hearing on two successive weeks with at least five days between publications.

The enclosed staff reports, included in today’s agenda, discuss the following departments: Agriculture / Weights and Measures, County Administrator, Fire and Emergency Services, Health Services, Permit and Resource Management (Permit Sonoma), Probation, Regional Parks, Sheriff-Coroner, and Transportation and Public Works. Attachment A includes an executive summary of the changes. Attachment B includes a numerical summary of fee adjustment percentages and anticipated revenue changes. Included in the proposed changes are 53 new fees, 31 of which are related to the newly-regulated medical cannabis industry. Of the remaining 22 new fees, 10 are in the Department of Health Services Environmental Health division, 5 are in Regional Parks, and the remainder are spread between other departments. Sixteen fees are being eliminated, 15 of them by the Department of Health Services.

The Department of Health Service has the most fee adjustments, with 248. Last year the Board approved a three-year plan to bring Environmental Health fees up to cost recovery. Consistent with phase two of the plan, these fees are increasing by approximately 10 percent. The Behavioral Health Rates, which are billed to Medi-Cal for specialty mental health services, are increasing between 20 percent and 42 percent to recover the actual costs anticipated due to increase utilization. Analysis shows that the current fee structure is already nearly 10 percent below cost recovery prior to the addition of staffing to increase the level of service provision. Without the new rates, the Department will not be able to fully recover federal Medicaid funding in addition to the existing shortfall.

Outside of Health Services, about 40 percent of the fee increases are below the 2016 Consumer Price Index increase, which was 3.5 percent for San Francisco Bay Area urban consumers. Nearly three quarters of the fee increases are 7% or below. Much of the variation within this range is explained by variations of the impact of the labor agreements approved in Fiscal Year 2015-16 on different departments. When fees were calculated last year the impacts of the new contracts were not known, so estimates were used. Due to variations in represented bargaining units and to different rates at which employees signed up for health benefits, some units have added significantly higher costs than anticipated, while others have seen lower than expected increases. These differences explain most of the variation between fee amounts at these levels.

The remaining non-Health fees increasing by more than 7% are concentrated in a few areas. Hazardous Materials fees charged by Fire and Emergency Services are slated to go up by about 8% due to the need for additional allocated staff time to meet new State reporting requirements, accounting for about half of the larger increases. The Sheriff’s Office has 49 fees increasing by more than 7%, primarily due to larger salary and benefit adjustments and increases in internal service costs such as vehicle fleet rates, risk management allocations, and information services allocations.

Individual departmental reports give additional information on all changes in the departments.

Prior Board Actions:

- 3/7/2017 – Adoption of Budget and Financial Revenue Management Policy
- 4/26/2016 – Adoption of FY 2016-17 User Fee & Charges schedules

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

User Fees and Charges enable the County to provide regulatory services and services with specific benefits to individuals while maintaining needed General Fund revenues for general government operations.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		\$9,349,808	
Additional Appropriation Requested			
Total Expenditures		\$9,349,808	
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other		\$9,349,808	
Use of Fund Balance			
Contingencies			
Total Sources		\$9,349,808	
Narrative Explanation of Fiscal Impacts:			
<p>The fees changes in the attached items have a total impact on revenue of \$9,349,808. More than 75 percent of this is attributable to Health Services increases to receive appropriate Medi-Cal reimbursement, while most of the rest is related to medical cannabis fees and to the previously scheduled increases in Environmental Health fees. Individual departmental board reports lay out the fiscal and programmatic impacts on departments.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment A – Executive Summary of Fee Changes Attachment B – Numerical Summary of Fee Changes			
Related Items “On File” with the Clerk of the Board:			

FEE AND REVENUE SUMMARY CHART
May 9, 2017

Department	Fee/Service Charge	Adjustments	Revenue Change
AGRICULTURE / WEIGHTS AND MESAURES			
Agricultural Division	Hourly Staff Rate; various hazmat / hazwaste fees; various certifications and registrations	Average 4% increase to fees reflecting increased staffing and services and supplies costs; 22.1% increase to staff hourly rate to reflect a revised cost study that more accurately allocate direct and indirect costs to staffing rates within the Department.	\$3,750
	New Fee: Certified Producers Certificate Amendments fee	A new fee of \$35 is being created to recover the cost of amending existing Certified Producer Certificates.	\$1,330
Land Stewardship Section	Hourly Staff Rate; increases to Vineyard Erosion and Soil Control Ordinance and Grading and Drainage fees	Average increase of 3.5% for all fees reflecting increased staffing and services and supplies costs. Staff hourly rate increasing by 20.9% as the result of a revised cost study to better allocate direct and indirect costs to staffing rates within the Department.	\$10,122
Cannabis Fees	New Fees: Zoning Permits, Annual Monitoring, and Crop Lost inspection fees for Medical Cannabis operations	New fees are being recommended as part of the Medical Cannabis regulatory program approved by the Board in December 2016 and the implementation plan approved by the Board in April 2017. Fees range from \$300 to \$2,100.	\$376,000
Weights and Measures	Hourly Staff Rates; registration fee for scanners	Scanners registration fees increase by an average of 2.9% reflecting increased staffing and services and supplies costs. Hourly staff rates decrease by 5% as the result of a revised cost study to better allocate direct and indirect costs to staffing rates within the Department	\$5,926
		Agriculture / Weights and Measures Subtotal	\$397,128
COUNTY ADMINISTRATOR			
Court Support Services	Jail Booking Fee	A 4.4% increase (\$180.00 to \$188.00) allowed by GC 29550. This fee would go in effect if the \$35 million State booking fee allocation falls short and be charged to arresting agencies.	Not Applicable
		County Administrator Subtotal:	\$0
HEALTH SERVICES			
Public Health Division - Environmental Health & Safety	Food Safety, Storm Water, Housing, Recreational Health, Water Systems, Septage Haulers, Solid Waste Facility Permits, Medical Waste Permits, Body Art Permits, Environmental Drilling Permits, and other/misc. services	For most fees, costs have increased approximately 11% in line with the Board-approved policy to gradually increase rates, which were held well below cost recovery for a number of years, closer to cost recovery. This is the second year in a three-year process to bring fees in line with actual costs. Several fees no longer used have been eliminated.	\$450,081
	New Fees and Category Changes: Temporary Food Facilities	In order to better reflect the different levels of actual food preparation used at Temporary Food Facilities, several new categories are being created and some existing categories modified. This will lower the costs for operators who do minimal preparation, while better reflecting the actual work associated with regulating those that do extensive preparation.	\$2,178

FEE AND REVENUE SUMMARY CHART
May 9, 2017

Department	Fee/Service Charge	Adjustments	Revenue Change
	New Fees: Milk and Dairy Plan Check, Ownership Change, and Grade A Application	New fees are being created to delineate services required from only some owners from standard fees. Proposed Fees range from \$342 to \$1026.	\$2,052
	New Fees: Solid Waste Facility Permits	New fees categories are being created for the smaller registration-level solid waste facilities. These new fees are set at \$1,368 and would result in a 50% savings from the regular Solid Waste Facility Permit Fees that currently apply.	\$0
	New Fees: Medical Cannabis dispensary, product manufacturing site, and various others	New fees are being recommended as part of the Medical Cannabis regulatory program approved by the Board in December 2016 and the implementation plan approved by the Board in April 2017. Fees range from \$182 to \$4,732.	\$154,847
Public Health Division - Public Health Laboratory	Microbial Disease Laboratory, Virus Lab, Environmental Lab, and Molecular Biology Lab	Several Public Health Lab fees are increasing by an average of 9.8% to cover increased costs of reagents needed for testing as well as increased staffing costs.	\$44,162
Public Health Division - Sonoma County Animal Services	Impound, boarding, quarantine, kennel/pet shop license and dog license fees	Fees in the Sonoma County Animal Services division are going up by an average of 4.9%, primarily reflection changes to staffing costs since fees were last increased in 2015.	\$27,481
Behavioral Health	Outpatient, Crisis Stabilization, and other services	Due to a 16.2% expansion in the number of employees in the unit in order to provide better services as well as cost report findings that actual costs exceeded fee rates by 10% prior to the staffing increases, fees are increasing by amounts between 24.7% and 41.15%. Updated published rates are required to maximize reimbursements from state and federal funding sources, and generally do not reflect a cost paid by the patients.	\$7,783,315
		Health Services Subtotal:	\$8,464,115
FIRE AND EMERGENCY SERVICES			

FEE AND REVENUE SUMMARY CHART
May 9, 2017

Department	Fee/Service Charge	Adjustments	Revenue Change
Fire Prevention	Rate changes to Fire Prevention Fees	Fire prevention fees are going up by an average of 4.4% due to increased costs for salary and benefits and services and supplies since rates were last increased on July 1, 2015.	\$46,281
	New Fees: Medical Cannabis Cultivation, Distribution, Manufacturing, and Testing Labs	New fees are being recommended as part of the Medical Cannabis regulatory program approved by the Board in December 2016 and the implementation plan approved by the Board in April 2017. Fees will be set at \$165, in line with other similar fees charged by the division.	\$106,260
HAZMAT	Rate changes to Hazardous Materials fees	Hazardous Materials fees regulated are proposed to increase by an average of 7.8%. This reflects the salary and benefit and services and supplies cost increases since these fees were last raised on July 1, 2015, as well as the proposed addition of .5 FTE Senior Office Assistant to help meet the additional reporting requirements imposed by the state.	\$118,208
		Fire and Emergency Services Subtotal:	\$270,749
PERMIT SONOMA			
Well and Septic, Engineering, Planning, Project Review, and other fees	Well and Septic Recheck/Reinsertion and Monitoring Wells unit fees, Engineering Corner Record, Panning Project Review Use Permits and Zoning Permits	Permit Sonoma is making adjustments to several fees, including changes to methodology from a flat to an hourly rate, increases to four fees and reductions to four other fees. These changes will accurately charge different levels of project for the actual staff time required and will result in a slight decrease in total revenue.	(\$8,123)
	NEW FEES: Well and Septic Review of Commercial Finding, Well and Septic Additional Plan Check/Revision Review, and Engineering Review of Assessment District Changes	Three new fees are being proposed to recover costs from Review of Commercial Findings Reports for well and septic systems at commercial projects. This fee is proposed at \$472.50, and to recover costs associated with Additional Plan Checks with the Well and Septic Unit. The new fee would be billed at cost, while currently this is covered by a flat \$186 Re-Check/Re-Inspection fee. The final new fee proposed is for review of assessment district changes in the Engineering unit. This fee was removed from the schedule in 2010, but the Department is looking to reinstate the fee based on increased volume. The fee would be set at \$1,410, which is 6.4% higher than the fee that was eliminated in 2010.	\$13,643
State Building Fees	Strong-Motion Instrumentation Program fees	Permit Sonoma collects Strong Motion Instrumentation and Seismic Hazard Mapping fees on behalf of the state. State law has changed leading to an increase in these fees of between 30% and 33%. This revenue is passed on to the state.	\$2,380
		Permit and Resource Mgmt Dept Subtotal:	\$7,900

FEE AND REVENUE SUMMARY CHART
May 9, 2017

Department	Fee/Service Charge	Adjustments	Revenue Change
PROBATION			
	Adult Supervision, Pre-Sentence Reports, Jurisdictional Transfer/Interstate Compact Supervision Request Applications, Collection Fee, Work Release Application, and Juvenile Supervision	Various fees are increasing between 2.1% and 3.4% in accordance with salary and benefit and services and supplies costs associated with providing these services.	\$113,367
	New Fee: Adult Probation Low Risk Supervision	A new fee of \$300 is being proposed for low-risk probationers to reflect the fact that they require fewer services. Currently these probationers are charged the normal \$865 fee.	\$0
		Contingent on client's ability to pay.	
		Probation Services Subtotal:	\$113,367
REGIONAL PARKS			
Park Fees	Still Photography, Motion Picture, and Use Permits for Kenwood Gazebo and Gualala Visitor's Center	Regional Parks is proposing increases averaging 3% for commercial photography and filming in Parks as well as for certain use permits in order to maintain cost recovery given increased staffing and services and supplies costs.	\$37
	Trailer Boat Launch and Water Park Adult Admission	Regional Parks is proposing to reduce Trailer Boat Launch fees from \$7 to \$4 and to include the service as part of annual membership passes. These changes will eliminate confusion and reduce concerns from patrons over fees, while encouraging greater utilization of Parks facilities. Regional Parks also proposes to reduce the Water Park Adult Admission from \$15 to \$10 to encourage more adults to use the equipment.	(\$15,400)
	New Fee: Tolay Fall Festival vendors	Regional Parks is proposing a new fee for vendors at the Tolay Fall Festival. Currently vendors are charged a percentage of their gross earnings, which requires significant staff work to verify and collect as well as greater effort from vendors to determine the appropriate fee. This would replace the current structure with a flat \$100 fee.	\$500
Spring Lake	Still Photography, Motion Picture, and Use Permits for Kenwood Gazebo and Gualala Visitor's Center	Regional Parks is proposing increases averaging 3% for commercial photography and filming at Spring Lake Park in order to maintain cost recovery given increased staffing and services and supplies costs.	\$23
	Trailer Boat Launch and Water Park Adult Admission	Regional Parks is proposing to reduce Trailer Boat Launch fees from \$7 to \$4 and to include the service as part of annual membership passes. These changes will eliminate confusion and reduce concerns from patrons over fees, while encouraging greater utilization of Parks facilities. Regional Parks also proposes to reduce the Water Park Adult Admission from \$15 to \$10 to encourage more adults to use the equipment.	(\$15,000)

FEE AND REVENUE SUMMARY CHART
May 9, 2017

Department	Fee/Service Charge	Adjustments	Revenue Change
	New Fees: Water Park Season Pass and Water Park Rental	Regional Parks is proposing two new fees in Spring Lake Park. First, a Water Park Season Pass would be available for \$60. This pass would also include use of the boat rentals at Spring Lake Park. Second, a Water Park Rental fee of \$350 would be added which would allow for rental of the Water Park for one hour before regular opening times, along with admission to the Water Park for attendees for the rest of the	\$6,700
Marinas	Fish Offloading Fees	Regional Parks proposes to increase the offloading fee for Crab at Spud Point Marina by 25% for vessels that dock at the Marina (to \$0.10 per pound) and 33% for transient vessels (to \$0.15 per pound). This will help offset costs to operate and improve the marina on a product that has seen significant increases in market price. Offloading fees on all other catches would be reduced by 33% (to \$0.10 per pound). These proposed changes were reviewed with the Spud Point Marina Advisory Committee.	\$2,070
	Recreational Berthing Fees and Mason Marina trailer fees.	Regional Parks proposes to raise the rates for recreational berthing by 5% and trailer fees at Mason's Marina by 6% to account for increased costs of operating and maintaining the marina.	\$28,341
	New Fees: Mason's Marina Showers, Authorized live aboard fees	Regional Parks is looking to create three new fees at the Marinas. First, a Mason's Marina Shower fee of \$2 per minute would be put in place. This is the same rate as is in place at Spud Point Marina, and will seek to offset the costs of operating the showers while encouraging conservation of water and availability of hot water to additional patrons. In addition, Regional Parks seeks to create a \$170 Authorized Live Aboard fee and a \$30 Authorized Live Aboard Extra Person fee for Spud Point Marina Commercial fishermen who wish to live aboard their vessels during the fishing season.	\$850
		Regional Parks Subtotal	\$8,121
SHERIFF - CORONER			
Central Information	Body Worn Camera Videos, Carrying Concealed Weapons permits, Copies of documents, Fingerprinting, Firearm Storage & Release, Gaming, Gun Dealer, Picture Arcade, Secondhand Dealer, Taxicab, and Verification Letters	Most fees are increasing between 3% and 17%, due to increased costs associated with providing the services. Body worn Camera Videos are decreasing by 10% and Taxicab fees are being aligned to better represent costs of providing these services, which results in a decrease for most Taxicab fees	\$2,779
Coroner	Body Removal Fee, Base Morgue Use Fee, Morgue Biohazard Waste Disposal, and Morgue Staff Rates	Coroner's office fees are going up between 3% and 9%, due to staffing cost increases and increases in services and supplies. The Base Morgue Use Fee is going up by 34%, largely as a result of building improvement and maintenance projects as well as increased energy costs.	\$6,746

FEE AND REVENUE SUMMARY CHART
May 9, 2017

Department	Fee/Service Charge	Adjustments	Revenue Change
Patrol	Helicopter, DUI response, Bomb Squad, Response to Unabated Disturbances, Security Services, and Towed Vehicle Release fees	Patrol unit fees are increasing between 3% and 26%, except for fuel charges for security services, which are decreasing. The increases are primarily driven by increased staffing and services and supply costs, as well as increased costs dictated by fleet for vehicle usage.	\$35,820
Telecommunications	Telecommunications technician rate	Telecommunication technicians rates are going up by 3.1%, accounting increased salary and benefit costs.	\$1,380
		Sheriff - Coroner Subtotal:	\$46,725
Transportation and Public Works - Airport Fees			
Airport	Hangar Rental fees	Hangar rents at the Airport have remained flat (0% increase) for the past two fiscal years. In order to defray costs associated with maintenance and operations, the Airport is requesting a blanket 2% increase in both covered and non-covered hangar rents.	\$29,844
	Landing Fees	Consistent with the Trillion Aviation study of the Sonoma County Airport presented to this Board on 2/9/16, the Airport is requesting a 3% increase from \$1.21 to \$1.25 per 1,000 pounds for both commercial and non-commercial flights over 12,500 pounds; and 2% from \$0.80 to \$0.82 per 1,000 pounds for revenue producing commercial flights less than 12,500 pounds.	\$10,775
	Terminal Rates and Charges to commercial	Consistent with Trillion report referenced	\$1,400
	Ground Lease Annual Rental Rates	The Airport is requesting a 2% increase. These	\$495
	Autocross Track Use Fee	Fees to allow for recreational and professional driver training on an area of the airport that is not currently utilized or commercial or general aviation. Fees were last increased July 1, 2010. The Airport is requesting a 2% escalation in Autocross Track Use Fees which will increase in the Single Event Use fee from \$540 to \$550 and the Yearly Use fee from \$6,425 to \$6,555.	\$380
	Non-Refundable Application Fees	A 2% increase is requested for application fees to cover a portion of the administrative costs to process certain types of agreements and to ensure the applicants have the means and desire to enter into the agreement.	\$353
	NEW FEE: Transfer of ownership of private hangars application and late notice fee	The Airport is proposing a new application fee associated with the transfer of ownership of private hangars. The request is for a fee of \$100 for applications submitted more than 30 days prior to the planned sale of a hangar. In addition, in order to incentivize compliance and defray the costs associated with late notice to staff of ownership changes, the Airport is requesting the application fee be increased to \$500 if it is not submitted 30 days prior to the sale of the hangar.	\$1,100

FEE AND REVENUE SUMMARY CHART
May 9, 2017

Department	Fee/Service Charge	Adjustments	Revenue Change
	Special Event Changes	<p>The Airport is requesting a modification for special events on Airport property to distinguish between small events (less than 10 people), medium events (10-300 people), and large events (over 300 people). The Airport is recommending a new classification for small events (less than 10 people). Proposed rates for each event size are as follows:</p> <ul style="list-style-type: none"> a. Small Private Event - No Charge (new event type) b. Small Public Event - \$25 per day (modified event type/previously small events with less than 300 people in attendance were charged \$100 per day) c. Medium Event (Public or Private) - \$100 per day (no change in rate) d. Large Event (Public or Private) - \$1,300 per day (no change in rate) e. Filming on Airport Property - \$1,300 per day (no change in rate) 	(\$150)
		Transportation and Public works Subtotal:	\$44,197
Total Potential New Revenue from Adjusted Fees/Charges			\$9,344,402

Summary of Fees with Proposed Changes*

Department	Fees Eliminated	Fees Decreasing	Fees Increasing	New - non-Cannabis	New - Cannabis	Methodology Changes	Total
Agriculture/Weights & Measures	0	1	42	1	14	0	58
County Administrator's Office	0	0	1	0	0	0	1
Department of Health Services	15	2	207	10	13	1	248
Fire and Emergency Services	0	0	133	0	4	0	137
Permit Sonoma	1	4	6	3	0	1	15
Probation	0	0	7	1	0	0	8
Regional Parks	0	10	42	5	0	0	57
Sheriff	0	6	63	0	0	0	69
Transportation and Public Works	0	0	74	3	0	0	78
Total	16	23	574	25	31	2	671

*List does not include fees in the packet that have changes to descriptions or other changes that do not affect fee amount

Rate of Change of Fees that are Increasing (CPI - 3.5%)

Department	< 3.5%	3.5% - 7%	7% - 11%	11% - 20%	over 20%	Total
Agriculture/Weights & Measures	31	9	0	0	2	42
County Administrator's Office	0	1	0	0	0	1
Department of Health Services	0	29	5	157	16	207
Fire and Emergency Services	0	82	51	0	0	133
Permit Sonoma	1	1	0	0	4	6
Probation	7	0	0	0	0	7
Regional Parks	20	20	0	0	2	42
Sheriff	9	11	4	35	4	63
Transportation and Public Works	71	2	0	0	0	73
Total	139	155	60	192	28	574

Approximate new revenue expected

Department	Cannabis Fees	Other Fee Changes	Total Revenue impact
Agriculture/Weights & Measures	\$376,000	\$21,128	\$397,128
County Administrator's Office	\$0	\$0	\$0
Department of Health Services	\$154,847	\$8,309,268	\$8,464,115
Fire and Emergency Services	\$106,260	\$164,489	\$270,749
Permit Sonoma	\$0	\$7,900	\$7,900
Probation	\$0	\$113,367	\$113,367
Regional Parks	\$0	\$12,121	\$12,121
Sheriff	\$0	\$46,231	\$46,231
Transportation and Public Works	\$0	\$44,197	\$44,197
Total	\$637,107	\$8,718,701	\$9,349,808



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 31a
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 9, 2017

Vote Requirement: Majority

Department or Agency Name(s): Department of Agriculture/Weights & Measures

Staff Name and Phone Number:

Gina Lehl, 565-2371

Supervisorial District(s):

All

Title: Adoption of Department of Agriculture/Weights and Measures' Fees and Staff Hourly Rates

Recommended Actions:

- A. Adopt a resolution to adjust the Department of Agriculture/Weights and Measures' fees to help recover the cost of providing services including hazardous materials storage permits, vineyard and orchard site development, agricultural grading and drainage, certified farmers' market certificates, and the new medical cannabis cultivation program; and
- B. Authorize an increase in the registration fee for commercial retail scanners (point of sale registration) to help recover the cost of providing this service as authorized by state law. This fee increase requires an ordinance.
- C. Adopt a resolution to introduce and waive reading of a proposed ordinance to amend Chapter 30 of the Sonoma County Code to increase the annual registration fee for businesses that operate point of sale systems for commercial purposes and help recover the cost of providing this service.

Executive Summary:

The Department of Agriculture/Weights and Measures (Department) requests authorization to adjust its fees to help recover reasonable costs of providing an array of services pertaining to local, state, and federal regulation of agriculture, medical cannabis, and commercial retail scanners in Sonoma County. These services include: the hazardous materials program [Certified Unified Program Agency], Vineyard and Orchard Site Development program, Agricultural Grading and Drainage program, Certified Farmers' Market program, Pest Control Operator and Farm Labor Contractor registrations, and for the new medical cannabis cultivation program.

The Department has coordinated with the Permit and Resource Management Department (Permit Sonoma), the County Administrator's Office and the Auditor's Office to establish its new medical cannabis cultivation program and set rates that will allow it to recover its cost for providing these regulatory services. The Department will closely track the costs of the new program to ensure the rates

accurately reflect the costs to provide those services. The Department will return to the Board to adjust rates as necessary.

The Department also regulates commercial retail scanners (point of sale registration) for consumer protection pursuant to state law and Sonoma County Code section 30-6. The Department would like to amend this ordinance to increase its rates to provide this service to help recover its costs as authorized by state law. The Department requests the Board adopt a resolution introducing, reading the title of and waiving further reading of the proposed ordinance to amend Sonoma County Code Sections 30-6 to update fees for automatic point of sale station registration fees to help recover the costs to provide these services.

Discussion:

Agricultural Division: To help recover the cost to provide producers' certificates for the sale of fruits, nuts and vegetables at certified farmers' markets, staff requests a slight increase in the fee to provide this service from \$65 to \$67 for growing grounds inspection, market sales inspection, data input and computerized issuance of the certificate. The annual certificate allows agricultural producers to sell fruits, nuts, and vegetables at Certified Farmers' Markets. The Department also offers this service online for a reduced cost. For Certified Producer's Certificate online, where producers enter their data and initiate the certification process online, the fee would increase to \$35 from \$33.50 to help recover the cost to provide this online service.

To help recover the cost associated with requests to amend existing producer certificates issued by the Department, a new fee of \$35 would be established. The fee for Certified Farmers' Market Certificate issued to the market is requested to increase from \$96 to \$100 to help recover the costs to certify the market, approve market bylaws, and provide surveillance of the market and records for inappropriate activities and violations.

In addition, the Department also requests an increase in the fee to register, inspect equipment, and review records for the Agricultural Pest Control Operator County Registration to recover the cost to provide this service. The fee would increase from \$83 to \$86. Likewise, the Department requests a slight increase in the he Farm Labor Contractor County Registration fee to register Farm Labor Contractors and review of requirements relating to field worker safety would increase from \$34 to \$35.

The Department is requesting approval for the increase of fees to provide its hazardous materials program called the Certified Unified Program Agency Hazardous Materials program. Under this program, the Department issues permits to agricultural operations that store or generate hazardous materials/waste. The cost to provide these services has increased. The requested fees would increase from 4.2 to 4.8%, to help recover increases in costs to provide these services. Individual fees are increasing \$6 to \$10 per permit, which range in cost from \$141-\$240. The Department of Fire and Emergency Services acts as the Certified Unified Program Agency for non-agricultural sites. Fee changes related to those sites appear in the Fire and Emergency Services package.

The Department is requesting to increase the hourly staff rate in the Agricultural Division to \$177/hour from the existing rate of \$145/hour, a 22.1% increase. This increase is the result of a new cost allocation study prepared by the department and reviewed by the Auditor Controller that properly distributes

overhead costs including internal services and supply costs, as well as reflecting increased salary and benefit and other costs. The hourly staff rate in the Agricultural Division is used for performing complex specialized services not covered under the normal fee schedule. For example, this hourly fee would be charged services related to the medical cannabis cultivation program, and inspection, sampling, and testing of shipments for pests.

Medical Cannabis Cultivation Program

The Department also has developed fees in coordination with Permit Sonoma, the Auditor's Office and the County Administrators Office for the implementation of the Medical Cannabis Cultivation Ordinance. This is a new program so the fees are based on the Department's best estimate of the cost to provide this service. The Department will continue to coordinate with the Auditor and the CAO to review the fees on a regular basis to ensure they reflect the cost to provide the service. The Department will return to the Board to adjust the fees if necessary. The Department will not charge fee payors excess charges above the reasonable cost to provide the service. At this time, the Department requests medical cannabis cultivation fees set as follows: To perform the complex, specialized services for the new program, the \$177 hourly rate established for the Agriculture Division will also be utilized. Zoning Permit application and site review for outdoor cultivation of less than 10,001 square feet are from \$1,500 to \$2,100, design review would be an additional \$300. The fee for the annual cultivation site monitoring for all sites permitted by either Permit Sonoma or the Department would be from \$600 to \$1,200. If any services are required above the normal permit inspection and design review (additional inspections or application changes, for example) those additional services would be charged at the staff hourly rate.. Requested service to inspect for crop loss of any site permitted by Permit Sonoma or the Department would be charged at the staff hourly rate. Hourly rates for these additional services will be charged at ¼ hour minimums.

Land Stewardship Section: The Department is requesting approval of Vineyard and Orchard Site Development (VESCO) program, Agricultural Grading and Drainage project fees and section staff hourly rates to help recover the actual cost of providing permit and site review and related program services as authorized by Sonoma County Code Section 11-10-030. The project fees would increase by 3.5% for each of the 28 different project types/sizes to help offset the cost to provide these services. Fees would range from \$703 for the smallest least complex projects to \$13,106 for the largest, most complex projects. Fee increase amounts would be equal to \$24 to \$443. These projects are subject to additional hourly rate charges for section staff and contract engineer/geologist reviews beyond the flat rate fees. The 3.5% increase is based on increased overhead costs including internal services and supply costs, and negotiated salary and benefit increase.

The Department is requesting to increase the staff hourly rate for the Land Stewardship Section to \$162/hour from the existing rate of \$135/hour, a 20.9% increase. The increase is the result of a new cost allocation study prepared by the department and reviewed by the Auditor Controller that properly distributes overhead costs including internal services and supply costs, as well as reflecting increased salary and benefit and other costs. The hourly staff rate in the Land Stewardship Section is used for performing complex specialized services not covered under the normal fee schedule. Hourly rates are charged at ¼-hour minimum. This hourly staff rate is typically used in the VESCO and agricultural grading and drainage program to help recover costs when potential applicants request pre-application consultative services such as on-site evaluations prior to submitting VESCO plans, when additional plan

reviews are required for situations such as incomplete applications and applicant revisions to the project, and when additional site visits are required for project non-compliances or with multi-phase or revised projects, which require service levels beyond the typical services covered under the standard application fees.

Weights & Measures Division: The Department is requesting the Board to amend Chapter 30.14 of the Sonoma County Code to increase the annual registration fee for retail establishments using a point of sale system also known as scanners. State law requires this fee increase to be done by ordinance. These fees are based on the number of scanner units at the establishment, which determines the sample size required to be taken when inspecting for pricing compliance. The annual registration for retail establishments would increase to \$221 from \$213 for establishments with 1-3 scanners (sample size of 10), to \$339 from \$327 for establishments with 4-9 scanners (sample size of 25), and to \$378 from \$365 for establishments with 10 or more scanners (sample size of 50). These increase range from 3.6 to 3.8% increase and is based on increased overhead costs including internal services and supply costs, and negotiated salary and benefit increase. This program ensures equity in the marketplace for both consumers and competing businesses by eliminating unfair business practices, and provides sufficient funding for staffing to meet state mandated annual inspection requirements.

The Department is requesting to decrease the staff hourly rate for the Weights & Measures Division to decrease to \$158/hour from the existing rate of \$166/hour, a 5.0% decrease. The decrease is the result of a cost study prepared by the department and reviewed by the Auditor Controller. Hourly rates are charged at ¼-hour minimum.

Prior Board Actions:

12/20/2016, adopted Medical Cannabis Ordinance.
4/26/2016, adopted revised CUPA Hazardous Materials program fees, VESCO and Agricultural grading and drainage program fees, and Agriculture Division and Land Stewardship Section staff hourly rates.
6/25/2013, adopted revised Automatic Point of Sale Station (scanner) fees.
6/11/2013, adopted department hourly staff rates.
4/23/2013, adopted revised Certified Producer Certificate fees.
4/19/2011, adopted revised Certified Farmers' Market Certificate, Agricultural Pest Control Operator Registration, and Farm Labor Contractor Registration.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Recovering the reasonable costs of providing services pertaining to local, state, and federal regulation of agriculture, medical cannabis, and commercial retail scanners in Sonoma County helps to ensure quality services are provided to the community.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		\$397,128	
Additional Appropriation Requested			
Total Expenditures		\$397,128	
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other		\$397,128	
Use of Fund Balance			
Contingencies			
Total Sources		\$397,128	
Narrative Explanation of Fiscal Impacts:			
<p>Agricultural, Medical Cannabis, and Land Stewardship fees will be effective on July 1, 2017. Weights and Measures fees will be effective 60 days after final approval. Proposed changes to fees other than the new Cannabis fees are expected to generate \$21,128 in additional revenue in Fiscal Year 2017-18. The impact of Cannabis fees is less certain and will depend on staffing and implementation, but is expected to generate \$376,000 in Fiscal Year 2017-18 based on staffing levels approved by the Board on April 11, 2017.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<p>Attachment A: Resolution Attachment B: Resolution for Ordinance Amendment Attachment C: Ordinance Attachment D: Summary of Agriculture & Weights and Measures fee changes Attachment E: Summary of VESCO fee changes Attachment F: Summary of proposed cannabis fees</p>			

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



County of Sonoma
State of California

Date: May 9, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Adopting the Department of Agriculture/Weights and Measures' Fees for the
Certified Unified Program Agency (CUPA) Hazardous Materials Program,
Vineyard and Orchard Site Development and Agricultural Grading and Drainage (VESCO)
Project Review, Medical Cannabis Cultivation Program, Certified Farmers' Market Program,
Pest Control Operator and Farm Labor Contractor registrations, and for
Agriculture Division, Weights & Measures Division,
and Land Stewardship Section Staff Hourly Rates**

Whereas, Sonoma County Code Chapter 29 authorizes the Board to adopt a schedule of fees and charges for services provided and permits issued pursuant to Chapter 29 of the Sonoma County Code to recover the reasonable cost of providing such services and issuing such permits; and

Whereas, the Health and Safety Code Chapter 6.95, Section 25513 authorizes the Board to adopt a schedule of fees to recover the costs incurred by the County in carrying out the provisions of Chapter 6.95 of Division 20 of the Health and Safety Code; and

Whereas, Sonoma County Code Chapter 11 authorizes the Board of Supervisors by resolution to establish fees and hourly rates for providing various reviews, inspections, and services made, issued, and provided by the Department of Agriculture/Weights & Measures, and

Whereas, California Business and Professions Code Sections 12210, 12241, and 13350, California Code of Regulations Title 4, Chapter 3, Article 3, Section 4075 and Title 3 Section 1392.8, California Food and Agriculture Code Section 11734, Government Code Section 6253.0, Sonoma County Code Chapter 11 and 26, and other provisions of the law authorize the Board of Supervisors by resolution to establish fees to recover the reasonable cost of providing for various inspections, reinspections, testing, certificates, registrations, and services made, issued and provided by the County Agricultural Commissioner/Sealer of Weights and Measures (hereinafter called "The Commissioner/Sealer")

Now, Therefore, Be It Resolved that to recover the reasonable cost of providing various reviews, inspections, and services made, issued, and provided by the Department of Agriculture/Weights & Measures, it is necessary to impose the fees and rates set forth below.

AGRICULTURE DIVISION FEES

Certified Producer's Certificate (CPCs)	\$	69
Certified Producer's Certificate Online	\$	35
CPC Amendments	\$	35
Farmers' Market Certificate	\$	100
Agricultural Pest Control Operator Registration	\$	86
Farm Labor Contractor Registration	\$	35
Hazmat Business Plan Program: Range 6	\$	150
Hazmat Business Plan Program: Range 7, >1210 gals	\$	240
Hazwaste Program: >325 gal/yr to <5 tons/yr w/ source reduction/recycle	\$	218
Hazwaste Program: <325 gal/yr	\$	141
Agriculture Division Hourly Staff Rate	\$	177

Cannabis Zoning Permit Medical Cannabis Cultivation - AWM

Cottage Outdoor	\$	1,500
Specialty Outdoor	\$	1,800
Small Outdoor	\$	2,100
<i>Includes 1 permit application review and 1 site inspection, any additional time billed at hourly rate</i>		
Design Review	\$	300
<i>Includes 1 permit application review and 1 site inspection in conjunction with permit and site review, any additional time billed at hourly rate</i>		

Annual Cultivation Site Monitoring for AWM Permitted Sites

Cottage Outdoor	\$	600
Specialty Outdoor	\$	900
Small Outdoor	\$	1,200

Annual Cultivation Site Monitoring for PRMD Permitted Sites

Indoor & Mixed Light Cultivation, & Indoor Nursery	\$	600
Outdoor Cultivation: Cottage and Specialty	\$	600
Outdoor Cultivation: Small	\$	600
Outdoor Cultivation: Medium, and Outdoor Nursery	\$	900
<i>Includes 1 site inspection, any additional time billed at hourly rate</i>		
Re-inspections and/or Re-reviews at Staff Hourly Rate	\$	177
Crop Lost Inspections at Staff Hourly Rate	\$	177
Cannabis Hourly Staff Rate	\$	177

LAND STEWARDSHIP SECTION FEES

	Acres			
	<u><10</u>	<u>10 to <50</u>	<u>50 to <100</u>	<u>100+</u>
Level 1 VESCO				
No Grading or Drainage ¹	\$ 703	\$ 1,326	\$ 1,719	\$ 2,216
With Grading and/or Drainage ²	\$ 1,289	\$ 1,905	\$ 2,348	\$ 2,922
Level 2 VESCO				
No Grading or Drainage ³	\$ 4,472	\$ 6,605	\$ 8,407	\$ 11,113
With Grading and/or Drainage ⁴	\$ 5,052	\$ 7,219	\$ 9,085	\$ 11,872
Level 2 VESCO w/Tree Removal				
No Grading or Drainage ⁵	\$ 5,177	\$ 7,517	\$ 9,417	\$ 12,349
With Grading and/or Drainage ⁶	\$ 5,739	\$ 8,156	\$10,091	\$ 13,106
Grading and/or Drainage Only⁷	\$ 987	\$ 1,082	\$ 1,221	\$ 1,363
Land Stewardship Division Hourly Staff Rate				\$ 162

¹Includes 1 plan review and 1 site visit

²Includes 1 plan review and 2 site visits, plus at-cost Engineer/Geologist charges

³Includes 2 plan reviews and 2 site visits, plus at-cost Engineer/Geologist charges

⁴Includes 2 plan reviews and 3 site visits, plus at-cost Engineer/Geologist charges

⁵Includes 2 plan reviews and 2 site visits, plus at-cost Engineer/Geologist charges

⁶Includes 2 plan reviews and 3 site visits, plus at-cost Engineer/Geologist charges

⁷Includes 1 plan review and 1 site visit, plus at-cost Engineer/Geologist charges

WEIGHTS AND MEASURES DIVISION FEES

1-3 Scanner (10 samples)	\$ 221
4-9 Scanners (25 samples)	\$ 332
10 + Scanners (50 samples)	\$ 378
Weights and Measures Division Hourly Staff Rate	\$ 158

All hourly staff rates charged at ¼ hour minimum

Be It Further Resolved, based on information presented to this Board, this Board finds that the proposed fees comply with all legal requirements, including Art. XIII C of the California Constitution.

Be It Further Resolved, that in all other respects, previous fee resolutions setting Commissioner/Sealer fees and hourly rates shall remain in full force and effect.

Be It Further Resolved, that if any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portion of this resolution.

Be It Further Resolved, that in all other respects the fees and rates set forth in this Resolution for the Commissioner/Sealer are hereby adopted, effective, July 1, 2017.

Resolution #
Date: May 9, 2017
Page 4

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: May 9, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Introducing, Reading the Title of And Waiving Further Reading Of A Proposed Ordinance To
Amend Sonoma County Code Chapter 30 To Increase Registration Fees for Automatic Point of
Sale Stations Registration Fees (Commercial Retail Scanners)**

Whereas, a proposed ordinance titled "An Ordinance of the Board of Supervisors of the County of Sonoma, State of California, Amending Sonoma County Code Section 30-14 to Increase Registration Fees for Automatic Point of Sale Stations (Commercial Retail Scanners) to Recover the Reasonable Costs of Providing Those Services" has been introduced and the title read and a public hearing has been held on May 9, 2017 to consider this proposed fee increase; and

Now, Therefore, Be It Resolved that further reading of the ordinance is waived.

Be It Further Resolved that the Sonoma County Board of Supervisors will consider adoption of the proposed ordinance on consent calendar on May 16, 2017 in the Board of Supervisors Chambers, 575 Administration Drive, Room 102A, Santa Rosa, California.

Supervisors:

Gorin: Rabbitt: Gore Hopkins: Zane:

Ayes: Noes: Absent: Abstain:

So Ordered.

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING SONOMA COUNTY CODE SECTION 30-14 TO INCREASE REGISTRATION FEES FOR AUTOMATIC POINT OF SALE STATIONS (COMMERCIAL RETAIL SCANNERS) TO RECOVER THE REASONABLE COSTS OF PROVIDING THOSE SERVICES

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I. Chapter 30 of the Sonoma County Code is hereby amended as follows:

Section 30-14 Annual Registration Fee

An annual registration fee is required of each business location in the county that operates a point of sale system for commercial purposes. The annual registration fees are as follows:

1 to 3 Point of Sale Stations \$221.00 per business location

4 to 9 Point of Sale Stations \$ 332.00 per business location

10 or more Point of Sale Stations \$378.00 per business location

(Ord. No. 5930, § I, 4-19-2011; Ord. 5832, § 1, 2009; Ord. 5792, § 1(B), 2008; Ord. No. 5656, § 2, 2006.)

SECTION II. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION III. This ordinance shall be and the same is hereby declared to be in full force and effect from and after sixty (60) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in _____, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the ____ day of _____, 20__, and finally passed and adopted this ____ day of _____ 20__, on regular roll call of the members of said Board by the following vote:

Supervisors:

Gorin:_____ Rabbitt:_____ Gore:_____ Hopkins:_____ Zane:_____

Ayes:_____ Noes:_____ Absent:_____ Abstain:_____

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Clerk of the Board of Supervisors

Reference number	Fee Description (short)	Legal basis for fee	Requirement to adjust fee (resolution or ordinance)	FY 2015-16 Units	Anticipated units, FY 2017-18	Current fee amount	Proposed fee amount	Change in fee	Proposed effective date	Additional revenue expected	Last date fee changed	Amount prior to last change	Actual cost of providing service
1	VESCO Level 1 <10 acres	SCC 11-10-030	Resolution	65	72	\$ 679.00	\$ 702.77	3.5%	7/1/2017	\$ 1,711.08	7/1/2016	N/A*	\$ 943
2	VESCO Level 1 10 to 50 acres	SCC 11-10-030	Resolution	28	30	\$ 1,281.00	\$ 1,325.84	3.5%	7/1/2017	\$ 1,345.05	7/1/2016	N/A*	\$ 1,873
3	VESCO Level 1 50 to 100 acres	SCC 11-10-030	Resolution	3	3	\$ 1,661.00	\$ 1,719.14	3.5%	7/1/2017	\$ 174.40	7/1/2016	N/A*	\$ 2,460
4	VESCO Level 1 >100 acres	SCC 11-10-030	Resolution	1		\$ 2,141.00	\$ 2,215.94	3.5%	7/1/2017	\$ -	7/1/2016	N/A*	\$ 3,201
5	VESCO Level 1 with grading /drainage (G/D) <10 acres	SCC 11-10-030	Resolution	4	4	\$ 1,245.00	\$ 1,288.58	3.5%	7/1/2017	\$ 174.30	7/1/2016	N/A*	\$ 1,393
6	VESCO Level 1 G/D 10 to 50 acres	SCC 11-10-030	Resolution		1	\$ 1,841.00	\$ 1,905.44	3.5%	7/1/2017	\$ 64.43	7/1/2016	N/A*	\$ 2,313
7	VESCO Level 1 G/D 50 to 100 acres	SCC 11-10-030	Resolution			\$ 2,269.00	\$ 2,348.42	3.5%	7/1/2017	\$ -	7/1/2016	N/A*	\$ 2,974
8	VESCO Level 1 G/D >100 acres	SCC 11-10-030	Resolution			\$ 2,823.00	\$ 2,921.81	3.5%	7/1/2017	\$ -	7/1/2016	N/A*	\$ 3,829
9	VESCO Level 2 <10 acres	SCC 11-10-030	Resolution	17	20	\$ 4,321.00	\$ 4,472.24	3.5%	7/1/2017	\$ 3,024.70	7/1/2016	N/A*	\$ 6,567
10	VESCO Level 2 10 to 50 acres	SCC 11-10-030	Resolution	6	5	\$ 6,382.00	\$ 6,605.37	3.5%	7/1/2017	\$ 1,116.85	7/1/2016	N/A*	\$ 9,749
11	VESCO Level 2 50 to 100 acres	SCC 11-10-030	Resolution			\$ 8,123.00	\$ 8,407.31	3.5%	7/1/2017	\$ -	7/1/2016	N/A*	\$ 12,437
12	VESCO Level 2 >100 acres	SCC 11-10-030	Resolution			\$ 10,737.00	\$ 11,112.80	3.5%	7/1/2017	\$ -	7/1/2016	N/A*	\$ 16,473
13	VESCO Level 2 G/D <10 acres	SCC 11-10-030	Resolution			\$ 4,881.00	\$ 5,051.84	3.5%	7/1/2017	\$ -	7/1/2016	N/A*	\$ 7,007
14	VESCO Level 2 G/D 10 to 50 acres	SCC 11-10-030	Resolution			\$ 6,975.00	\$ 7,219.13	3.5%	7/1/2017	\$ -	7/1/2016	N/A*	\$ 10,240
15	VESCO Level 2 G/D 50 to 100 acres	SCC 11-10-030	Resolution			\$ 8,778.00	\$ 9,085.23	3.5%	7/1/2017	\$ -	7/1/2016	N/A*	\$ 13,024
16	VESCO Level 2 G/D >100 acres	SCC 11-10-030	Resolution			\$ 11,471.00	\$ 11,872.49	3.5%	7/1/2017	\$ -	7/1/2016	N/A*	\$ 17,182
17	VESCO Level 2 with tree removal (TR) <10 acres	SCC 11-10-030	Resolution	3	3	\$ 5,002.00	\$ 5,177.07	3.5%	7/1/2017	\$ 525.21	7/1/2016	N/A*	\$ 7,618
18	VESCO Level 2 TR 10 to 50 acres	SCC 11-10-030	Resolution	4	3	\$ 7,263.00	\$ 7,517.21	3.5%	7/1/2017	\$ 762.61	7/1/2016	N/A*	\$ 11,109
19	VESCO Level 2 TR 50 to 100 acres	SCC 11-10-030	Resolution			\$ 9,099.00	\$ 9,417.47	3.5%	7/1/2017	\$ -	7/1/2016	N/A*	\$ 13,944
20	VESCO Level 2 TR >100 acres	SCC 11-10-030	Resolution	1	2	\$ 11,931.00	\$ 12,348.59	3.5%	7/1/2017	\$ 835.17	7/1/2016	N/A*	\$ 18,316
21	VESCO Level 2 G/D and TR <10 acres	SCC 11-10-030	Resolution	2	2	\$ 5,545.00	\$ 5,739.08	3.5%	7/1/2017	\$ 388.15	7/1/2016	N/A*	\$ 8,032
22	VESCO Level 2 G/D and TR 10 to 50 acres	SCC 11-10-030	Resolution			\$ 7,880.00	\$ 8,155.80	3.5%	7/1/2017	\$ -	7/1/2016	N/A*	\$ 11,637
23	VESCO Level 2 G/D and TR 50 to 100 acres	SCC 11-10-030	Resolution			\$ 9,750.00	\$ 10,091.25	3.5%	7/1/2017	\$ -	7/1/2016	N/A*	\$ 14,524
24	VESCO Level 2 G/D and TR >100 acres	SCC 11-10-030	Resolution			\$ 12,663.00	\$ 13,106.21	3.5%	7/1/2017	\$ -	7/1/2016	N/A*	\$ 19,022
25	G/D <10 acres	SCC 11-10-030	Resolution			\$ 964.00	\$ 987.00	2.4%	7/1/2017	\$ -	7/1/2016	N/A*	\$ 987
26	G/D 10 to 50 acres	SCC 11-10-030	Resolution			\$ 1,045.00	\$ 1,081.58	3.5%	7/1/2017	\$ -	7/1/2016	N/A*	\$ 1,112
27	G/D 50 to 100 acres	SCC 11-10-030	Resolution			\$ 1,180.00	\$ 1,221.30	3.5%	7/1/2017	\$ -	7/1/2016	N/A*	\$ 1,320
28	G/D >100 acres	SCC 11-10-030	Resolution			\$ 1,317.00	\$ 1,363.10	3.5%	7/1/2017	\$ -	7/1/2016	N/A*	\$ 1,532
29													
30	Land Stewardship Hourly Rate		Resolution			\$ 134.00	\$ 162.00	20.9%	7/1/2017				
31	Totals			134	145					\$ 10,121.97			

* Fee schedule was restructured on 1/01/16 so project types and costs previous to FY 15/16 do not match up with current project types and costs.

Reference Number	Fee Description (Short)	Legal Basis for Fee	Requirement to Adjust Fee (Resolution or Ordinance)	FY 2015-16 Units	Anticipated Units, FY 2017-18	Current Fee Amount	Proposed Fee Amount	Change in Fee	Proposed Effective Date	Additional Revenue Expected*	Last Date Fee Changed	Amount Prior to Last Change	Actual Cost of Providing Service
Agriculture Division													
1	Zoning Permit Medical Cannabis Cultivation-AWM												
2	Cottage Outdoor	Sonoma County Code 26.92.180	Resolution	N/A	50	\$ -	\$ 1,500	N/A	7/1/2017	\$ 75,000	N/A	N/A	\$ 1,500
3	Specialty Outdoor	Sonoma County Code 26.92.180	Resolution	N/A	50	\$ -	\$ 1,800	N/A	7/1/2017	\$ 90,000	N/A	N/A	\$ 1,800
4	Small Outdoor	Sonoma County Code 26.92.180	Resolution	N/A	50	\$ -	\$ 2,100	N/A	7/1/2017	\$ 105,000	N/A	N/A	\$ 2,100
5	<i>Includes 1 permit application review and 1 site inspection, any additional time billed at hourly rate</i>												
6	Design Review	Sonoma County Code 26.92.180	Resolution	N/A	75	\$ -	\$ 300	N/A	7/1/2017	\$ 22,500	N/A	N/A	\$ 300
	<i>Includes 1 application review and 1 site inspection in conjunction with permit and site review, any additional time billed at hourly rate</i>												
Annual Cultivation Site Monitoring													
For AWM Permitted Sites													
		Sonoma County Code 26.88.250(I)	Resolution										
7	Cottage Outdoor	Sonoma County Code 26.88.250(I)	Resolution	N/A	50	\$ -	\$ 600	N/A	7/1/2017	\$ 30,000	N/A	N/A	\$ 600
8	Specialty Outdoor	Sonoma County Code 26.88.250(I)	Resolution	N/A	50	\$ -	\$ 900	N/A	7/1/2017	\$ 45,000	N/A	N/A	\$ 900
9	Small Outdoor	Sonoma County Code 26.88.250(I)	Resolution	N/A	50	\$ -	\$ 1,200	N/A	7/1/2017	\$ 60,000	N/A	N/A	\$ 1,200
For PRMD Permitted Sites													
		Sonoma County Code 26.88.250(I)	Resolution										
10	Indoor & Mixed Light Cultivation, & Indoor Nursery	Sonoma County Code 26.88.250(I)	Resolution	N/A	191	\$ -	\$ 600	N/A	7/1/2017	\$ 114,600	N/A	N/A	\$ 600
11	Outdoor Cultivation: Cottage and Specialty	Sonoma County Code 26.88.250(I)	Resolution	N/A	25	\$ -	\$ 600	N/A	7/1/2017	\$ 15,000	N/A	N/A	\$ 600
12	Outdoor Cultivation: Small	Sonoma County Code 26.88.250(I)	Resolution	N/A	15	\$ -	\$ 600	N/A	7/1/2017	\$ 9,000	N/A	N/A	\$ 600
13	Outdoor Cultivation: Medium, and Outdoor Nursery	Sonoma County Code 26.88.250(I)	Resolution	N/A	16	\$ -	\$ 900	N/A	7/1/2017	\$ 14,400	N/A	N/A	\$ 900
	<i>Includes 1 site inspection, any additional time billed at hourly rate</i>												
14	Reinspections and/or Re-reviews at Staff Hourly Rate	Sonoma County Code 26.88.250(I) & 26.92.180	Resolution	N/A	696	\$ -	\$ 177	N/A	7/1/2017	\$ 123,192	N/A	N/A	\$ 177
15	Crop Lost Inspections at Staff Hourly Rate	California Constitution, Article XI, section 7; Califor	Resolution	N/A	2280	\$ -	\$ 177	N/A	7/1/2017	\$ 403,560	N/A	N/A	\$ 177
	Staff Hourly Rate	Article XIII C of the California Constitution; Sonoma County Code 26.88.250(I) and 26.92.180	Resolution	N/A	2976	\$ -	\$ 177	100.0%	7/1/2017	see lines 22 & 24	N/A	N/A	\$ 177
1	<i>Hourly staff rates charged at 1/4 minimum</i>												

*Total units and revenue expected are based on a full estimate of permitting volume, and would require staff resources beyond what has been allocated. Budgeted numbers in the report match initial expectations using approved staffing. Should demand warrant, additional resources may be requested.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 31b
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: May 9, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Barbie Robinson, 565-7876

Supervisorial District(s):

Title: Health Services Fees

Recommended Actions:

Adopt a resolution establishing new and amended fees to recover the reasonable cost of providing services including fees associated with Environmental Health and Safety, Public Health Laboratory, Animal Services, and Behavioral Health for the Department of Health Services effective July 1, 2017.

Executive Summary:

The Department of Health Services (DHS) is proposing new and amended fees effective July 1, 2017 for services associated with Environmental Health and Safety, Public Health Laboratory, Animal Services, and Behavioral Health. The Board of Supervisors is authorized to establish fees to recover the reasonable cost of providing certain services. Fees are imposed for a specific benefit conferred or service provided directly to the payor that is not provided to those not charged, and which do not exceed the reasonable costs to provide the benefit or service. Fees are also imposed for reasonable regulatory costs including enforcement inspections, investigations, and audits. It is the Department's practice to conduct outreach and communicate with those impacted by a proposed fee increase.

Discussion:

Environmental Health and Safety

Environmental Health and Safety (EHS) programs, as mandated through Health and Safety Code, promote health and quality of life by preventing or controlling those diseases that result from interactions between people and the places they live, work, and play. EHS programs employ several strategies to prevent health hazards including education, trend surveillance and analysis, routine inspections, response to citizen tips, sampling and posting, and enforcement where necessary. EHS charges fees to recover its costs to provide these services to members of the public who receive permits and benefit from EHS's services.

Hourly Rate: The hourly rate is the primary factor used in computing the costs of providing EHS services to the members of the public who receive these services. Annually, EHS conducts an hourly rate cost analysis in order to determine full cost recovery necessary to fund the delivery of services. EHS held off

fee increases during the community’s economic recession (FY 09-10 to FY 14-15) to allow small businesses to recover before bringing forward additional fee increases. Without a fee increase for many years, in FY 15-16 when EHS conducted a fee analysis they recognized the need to significantly increase the hourly rate to fully fund the delivery of services. To minimize the impact on the fee payors, the Board of Supervisors approved the Department’s recommended phased approach for annual increases of approximately 10 percent to the hourly rate over three fiscal years (FY 16-17, FY 17-18, and FY 18-19).

Consistent with the report provided to the Board last year, the table below summarizes the method for reaching full-cost recovery beginning in FY 18-19. The Department considered the projected fully-funded cost of providing services through FY 18-19, determined the hourly rate necessary to fully fund programs, and assigned an hourly rate to recover an increasing percentage of that cost for each subsequent year. In order to establish fees that will cover the full cost of delivering services to the fee payors, the EHS hourly rate for FY 16-17 was increased to \$154, which represents 88 percent cost recovery and a 10.79 percent increase over the FY 15-16 hourly rate of \$139. For FY 17-18 the estimated hourly rate is \$171, which represents 94 percent cost recovery and an 11.04 percent increase over the FY 16-17 hourly rate of \$154. For FY 18-19 the estimated hourly rate is \$185, which represents 100 percent cost recovery and an 8.18 percent increase over the FY 17-18 hourly rate of \$171.

Phases of Fee Increase					
Fiscal Year	Hourly Rate Required to Fully Fund Programs	Adopted Hourly Rate	Proposed Hourly Rate	Percent Increase Over Prior Year	Percent of Cost Recovery
FY 16-17	\$172.39	\$154	N/A	10.79%	88%
FY 17-18	\$182	N/A	\$171	11.04%	94%
FY 18-19	\$185	N/A	\$185 (est.)	8.18%	100%

The Department has also coordinated with Permit Sonoma, the CAO and the Auditor’s Office to establish its new medical cannabis cultivation program and set rates that will allow it to recover its cost for providing these regulatory services. The Department will closely track the costs of the new program to ensure the rates accurately reflect the costs to provide those services. The Department will return to the Board to adjust rates as necessary.

Detailed EHS services fee information is provided in Attachment 2. The total cost of fee based programs is \$4,891,704, which is covered entirely by fees. The net increase in revenue for FY 17-18 EHS services is estimated at \$769,940, of which \$155,000 is estimated for cannabis related-services.

Public Health Laboratory Services Fees

The Public Health Laboratory provides clinical, environmental, and rabies testing services as mandated by Health and Safety Code 101150. These fee-based testing services aid doctors, hospitals, acute care facilities, environmental health agencies, and Sonoma County Animal Services in diagnosing and performing enforcement duties. The Laboratory also serves a regional role, providing the same services to Mendocino County through a flat-fee contract that is adjusted annually.

The fee schedule proposed by the Public Health Laboratory for FY 17-18 utilizes cost data from FY 15-16 and FY 16-17. Many Public Health Lab fees are increasing as a result of identified increased reagent costs and salary and benefit increases. Affected fee increases range from 5.68 to 22.45 percent over FY 16-17 fees, with an average proposed increase of 9.79 percent.

Public Health Laboratory fees have historically been set below full-cost recovery, with laboratory programs being subsidized with Realignment funding. Providing market-rate, subsidized services to the public and non-government organizations allows the Department to recover a portion of the cost of operating the laboratory by performing tests that meet a public benefit or would otherwise be taken to private labs. The total cost of laboratory programs is \$1,448,997, of which \$431,509 (29.8%) is covered by fees, \$151,315 (10.5%) is covered by other government agencies, and \$866,173 (59.7%) is covered by 1991 Realignment to fully fund the program. The overall increase in revenue for FY 17-18 Public Health Laboratory services is estimated at \$44,161.50 (1.3%). Detailed Public Health Laboratory services fees information is provided in Attachment 3.

Sonoma County Animal Services Fees

Sonoma County Animal Services (Animal Services) provides sheltering and field services to areas within their jurisdiction, including unincorporated areas of the County, the City of Santa Rosa, and the town of Windsor. SCAS is also responsible for rabies control for the entire County. The Animal Services' service area is comprised of approximately 1,575 square miles with nearly 500,000 residents and includes an animal shelter that serves nearly 3,300 animals annually. DHS is proposing fee revisions for animal impounds, vaccinations, licenses, and boarding fees.

The proposed Animal Services fees recover increased costs associated with services delivery, including costs charged to the Department by general government and those associated with salary and benefits. Revised fees are requested to recover salary and benefit increases of 6.09 percent since Animal Services fees were last revised effective July 1, 2015. Detailed Animal Services fee information is provided in Attachment 4. The total cost of Animal Services programs is \$6,405,225, which is covered by fees, services contracts with the town of Windsor and the city of Santa Rosa, and County general fund. The net increase in fee revenue for FY 17-18 services is estimated at \$27,480 (2.47%).

Behavioral Health Division Fees

California Welfare and Institutions Code Section 5700 et seq. provides the authority for counties to charge fees for mental health services. The County is responsible for the provision of specialty mental health services to Medi-Cal beneficiaries residing in Sonoma County and also provides psychiatric emergency services for the community. Services may be billed to Medi-Cal, Medicare, insurance, and private pay clients. Mental health services include crisis intervention, crisis stabilization, medication support, individual and group therapy, and case management. The majority of the Department's clients are Medi-Cal recipients who are not directly billed for services and whose care is funded by a combination of funding sources including Federal Medicaid, Mental Health Realignment, and Mental Health Services Act (MHSA) funding. Services billed to Medicare and private insurance are reimbursed based on established rate schedules of the payer. Total actual costs of mental health services provided in FY 15-16 was \$73,084,837.

Each year, the Behavioral Health Division prepares an annual cost report to document the actual cost of providing mental health services. Based on the FY 15-16 preliminary cost report, it was determined that the current Behavioral Health Division fees are approximately 9.9 percent, or \$2.6 million, below what the actual cost of providing those services was in FY 15-16. Therefore, 9.9 percent of the proposed overall increase in Behavioral Health fees reflects a reconciliation of the actual costs of providing services in FY 15-16 with what the fees needed to be in order to cover those costs. In addition, there are two primary cost factors contributing to the proposed fee increase. These factors are: an increase in the cost of salaries and benefits, and a 16.2 percent increase in the number of full-time employee

allocations within the division. Increasing in the number of full-time employees in Behavioral Health resulted in an increase to the amount of A-87 and Department Admin allocated to the division. These two cost factors made up the remaining portion of the fee increase which amounts to approximately \$5.2 million. In total, the anticipated difference between the estimated actual increase in the costs for all services provided by Behavioral Health in FY 17-18 and the revenue generated by the currently approved interim rates is \$7,783,315. This cost increase has been budgeted for FY 17-18 and includes realignment, Mental Health Services Act funds, and federal Medicaid funding, which will generate approximately \$4.8 million from Federal Financial Participation received through Medi-Cal reimbursement. If the FY 17-18 proposed fees are not approved, the Department cannot fully recover the federal Medicaid portion of the cost of providing these mandated services and the use of additional funding sources, such as realignment, will be necessary to cover these costs.

Detailed Behavioral Health services fees information is provided in Attachment 5.

Prior Board Actions:

On July 12, 2016 the Board adopted a resolution establishing new and amended fees to recover projected costs of providing Driving Under the Influence Program services for the Department of Health Services effective July 12, 2016.

On May 3, 2016 the Board adopted a resolution establishing a rate of \$70.00 per hour to recover the reasonable cost of providing Crisis Stabilization Unit services effective July 1, 2016.

On April 26, 2016 the Board adopted a resolution establishing new and amended fees to recover the reasonable cost of providing services including fees associated with Environmental Health and Safety, Public Health Laboratory, Behavioral Health, and Tobacco Retailer Licensing for the Department of Health Services effective July 1, 2016.

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

Recovering the reasonable costs of providing health services helps to ensure quality services are provided to the community.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures	0	0	0
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	0
Narrative Explanation of Fiscal Impacts:			
Revenue increase estimates for FY 16-17 are as follows: Environmental Health and Safety - \$769,940; Public Health Laboratory - \$44,161.50; and Sonoma County Animal Services - \$27,480. The total cost associated with increased Behavioral Health published rates equals \$7,783,273, with a corresponding increase in revenue that is reimbursable by federal Medicaid of approximately \$4.8 million and approximately \$83,000 from client fees collected by the TASC program for a total estimated increase in revenue of approximately \$4.9 million.			
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:			
1) Resolution; 2) Environmental Health and Safety Fees Narrative; 2b) Environmental Health and Safety Fee Chart; 3) Public Health Laboratory Fees Narrative; 3b) Public Health Laboratory Fee Chart; 4) Sonoma County Animal Services Fees Narrative; 4b) Sonoma County Animal Services Fee Chart; 5) Behavioral Health Fees Narrative; 5b) Behavioral Health Fee Chart			
Related Items "On File" with the Clerk of the Board:			
None			



County of Sonoma
State of California

Date: May 9, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Adopting New And Amended Fees Effective July 1, 2017 To Recover The Reasonable Cost Of Providing Health Services

Whereas, the Board of Supervisors is authorized to establish fees to recover the reasonable cost of providing certain health services.

Now, Therefore, Be It Resolved that to recover the reasonable cost of providing certain health services, it is necessary to increase certain fees and establish certain new fees as set forth below.

Be It Further Resolved, based on information presented to this Board, this Board finds that the proposed fees comply with all legal requirements, including Art. XIII C of the California Constitution.

Be It Further Resolved that in all other respects, Resolution No. 16-0163 setting fees effective as of April 26, 2016, and any fee modifications established by subsequent resolution, shall remain in full force and effect.

Be It Further Resolved that if any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portion of this resolution.

Be It Further Resolved that the following decreased fees, increased fees and new fees for health services are hereby adopted effective July 1, 2017.

PUBLIC HEALTH DIVISION - ENVIRONMENTAL HEALTH AND SAFETY	
Fee Description	FY 17-18 Rate
Body Art Permits; Hourly Rate	171.00
Body Art Permits; Tattoo/Body Art Facility Plan Check; Body Art Facility Plan Check (per hour)	171.00
Body Art Permits; Tattoo/Body Art Temporary Event; Temporary Body Art Event Booth	90.00
Body Art Permits; Tattoo/Body Art Temporary Event; Temporary Body Art Event Organizer	298.00
Body Art Permits; Tattoo/Body Art Temporary Event; Temporary Body Art Practitioner Registration	59.00
Body Art Permits; Tattoo/Body Piercing/Permanent Cosmetics; Body Art Practitioner Registration Renewal	104.00

PUBLIC HEALTH DIVISION - ENVIRONMENTAL HEALTH AND SAFETY	
Fee Description	FY 17-18 Rate
Body Art Permits; Tattoo/Body Piercing/Permanent Cosmetics; Facility Registration (Annual) 1 Artist	480.00
Body Art Permits; Tattoo/Body Piercing/Permanent Cosmetics; Facility Registration (Annual) 2-4 Artists	516.00
Body Art Permits; Tattoo/Body Piercing/Permanent Cosmetics; Facility Registration (Annual) 5 or more Artists	541.00
Body Art Permits; Tattoo/Body Piercing/Permanent Cosmetics; Practitioner Registration (one time per practitioner)	164.00
Body Art Permits; Tattoo/Body Piercing/Permanent Cosmetics; Replacement Card	42.00
Body Art Permits; Violation Reinspection (hourly rate)	171.00
Environmental Drilling Permits; Borings; Each Additional Boring	94.00
Environmental Drilling Permits; Borings; First Boring	361.00
Environmental Drilling Permits; Destruction; Each Additional Well	94.00
Environmental Drilling Permits; Destruction; First well	450.00
Environmental Drilling Permits; Environmental Assessment (per site)	680.00
Environmental Drilling Permits; Geotechnical boring; Each Additional Boring	94.00
Environmental Drilling Permits; Geotechnical boring; First Boring	361.00
Environmental Drilling Permits; Legal Enforcement/Administrative Hearing (per hour)	171.00
Environmental Drilling Permits; Permit Extension/Alteration	224.00
Environmental Drilling Permits; Wells (Investigation and Remediation); Each Additional Well	94.00
Environmental Drilling Permits; Wells (Investigation and Remediation); First Well	450.00
Food Safety; Food Safety - Cottage Food Operations; Class A Cottage Food Operations (+ hourly rate after 1 hour)	171.00
Food Safety; Food Safety - Cottage Food Operations; Class B Cottage Food Operations (+ hourly rate after 2.5 hours)	428.00
Food Safety; Food Safety - Non -Permanent Facilities; Certified Farmers Market; Certified Farmers Market Organizer (+ hourly rate after 1.5 hours)	257.00
Food Safety; Food Safety - Non -Permanent Facilities; Mobile Food Facility; Mobile Food Facility - Extensive Preparation	659.00
Food Safety; Food Safety - Non -Permanent Facilities; Mobile Food Facility; Mobile Food Facility - Minimal or No Preparation	117.00
Food Safety; Food Safety - Non -Permanent Facilities; Mobile Food Facility; Mobile Food Facility - Moderate Preparation	460.00
Food Safety; Food Safety - Non -Permanent Facilities; Seasonal Facilities (Operating < 5 Months/Year); Seasonal Facility	564.00
Food Safety; Food Safety - Non -Permanent Facilities; Swap Meet/Community Events; Community Event/Swap Meet Organizer 2 - 5 vendors (+ hourly rate after 1 hour)	171.00
Food Safety; Food Safety - Non -Permanent Facilities; Swap Meet/Community Events; Community Event/Swap Meet Organizer 6 or More Vendors (+ hourly rate after 2 hours)	342.00
Food Safety; Food Safety - Non -Permanent Facilities; Temporary Food Facility - 5 Days or Less; Temporary Food Facility - Extensive Food Preparation	352.00

PUBLIC HEALTH DIVISION - ENVIRONMENTAL HEALTH AND SAFETY	
Fee Description	FY 17-18 Rate
Food Safety; Food Safety - Non -Permanent Facilities; Temporary Food Facility - 5 Days or Less; Temporary Food Facility - Minimal Food Preparation- 5 Days or Less	166.00
Food Safety; Food Safety - Non -Permanent Facilities; Temporary Food Facility - 5 Days or Less; Temporary Food Facility - Moderate Food Preparation	223.00
Food Safety; Food Safety - Non -Permanent Facilities; Temporary Food Facility - 5 Days or Less; Temporary Food Facility - Pre-Packaged/No Food Preparation	83.00
Food Safety; Food Safety - Non -Permanent Facilities; Temporary Food Facility - Annual; Temporary Food Facility - Extensive Food Preparation	560.00
Food Safety; Food Safety - Non -Permanent Facilities; Temporary Food Facility - Annual; Temporary Food Facility - Minimal Food Preparation	231.00
Food Safety; Food Safety - Non -Permanent Facilities; Temporary Food Facility - Annual; Temporary Food Facility - Moderate Food Preparation	301.00
Food Safety; Food Safety - Non -Permanent Facilities; Temporary Food Facility - Annual; Temporary Food Facility - Pre-packaged/No Food Preparation	110.00
Food Safety; Food Safety - Permanent Facilities; Bed & Breakfast/Ag Homestay; Bed & Breakfast/Ag Homestay	590.00
Food Safety; Food Safety - Permanent Facilities; Farm/Produce Stand; Prepackaged Farm Stand	110.00
Food Safety; Food Safety - Permanent Facilities; Food Facility - Caterer	770.00
Food Safety; Food Safety - Permanent Facilities; Food Facility - Extensive Preparation; Food - Extensive Preparation (< 2,000 Sq. Ft.)	1283.00
Food Safety; Food Safety - Permanent Facilities; Food Facility - Extensive Preparation; Food - Extensive Preparation (> 6,000 Sq. Ft.)	1539.00
Food Safety; Food Safety - Permanent Facilities; Food Facility - Extensive Preparation; Food - Extensive Preparation (2,000 - 6,000 Sq. Ft.)	1385.00
Food Safety; Food Safety - Permanent Facilities; Food Facility - Minimal Preparation ; Food - Minimal or No Preparation	444.00
Food Safety; Food Safety - Permanent Facilities; Food Facility - Moderate Preparation; Food - Moderate Preparation (< 2,000 Sq. Ft.)	984.00
Food Safety; Food Safety - Permanent Facilities; Food Facility - Moderate Preparation; Food - Moderate Preparation (> 6,000 Sq. Ft.)	1240.00
Food Safety; Food Safety - Permanent Facilities; Food Facility - Moderate Preparation; Food - Moderate Preparation (2,000 - 6,000 Sq. Ft.)	1069.00
Food Safety; Food Safety - Permanent Facilities; Food Facility - Prepackaged non-PHF - No Preparation; Food - Pre-Packaged non PHF - No Preparation	114.00
Food Safety; Food Safety - Permanent Facilities; Food Facility - Rental Kitchen	770.00
Food Safety; Food Safety - Permanent Facilities; Food Facility - School; Food Facility - School - Private School (1 inspection/year)	513.00
Food Safety; Food Safety - Permanent Facilities; Food Facility - School; Food Facility - School - Processing Kitchen (2 inspection/year)	1026.00
Food Safety; Food Safety - Permanent Facilities; Food Facility - School; Food Facility - School - Satellite (2 inspection/year)	684.00
Food Safety; Food Safety - Permanent Facilities; Satellite Food Distribution Facility; Satellite Food Dist/Summer Food Program Sites	659.00
Food Safety; Food Safety - Permanent Facilities; Vending Machine; Vending Machine	17.00

PUBLIC HEALTH DIVISION - ENVIRONMENTAL HEALTH AND SAFETY	
Fee Description	FY 17-18 Rate
Food Safety; Food Safety - Plan Review/Construction; Food Facility Plan Review; Food - Plan Review - Minor Remodel (+ hourly rate after 1 hour)	171.00
Food Safety; Food Safety - Plan Review/Construction; Food Facility Plan Review; Food - Plan Review - New Construction/major remodel (+ hourly rate after 4 hours)	684.00
Food Safety; Food Safety - Plan Review/Construction; Food Facility Plan Review; Food - Winery/Beer Tasting Room Exemption Processing (+ hourly rate after 1 hour)	171.00
Food Safety; Food Safety - Plan Review/Construction; Food Facility Plan Review; Food Facility Site Reviews (+ hourly rate after 2 hours)	342.00
Food Safety; Food Safety - Services; Consultation Services - (+ hourly rate after 1 hour)	171.00
Food Safety; Food Safety - Services; Food Safety Manager Class; Environmental Health Class (+ hourly rate after 2 hours)	342.00
Food Safety; Food Safety - Services; Hourly Rate	171.00
Food Safety; Food Safety - Services; Office Hearing (+ hourly rate after 1 hour)	171.00
Food Safety; Food Safety - Services; Violation reinspection (hourly rate)	171.00
Housing; Detention Facilities/Holding Facilities; Adult Detention Facility	2197.00
Housing; Detention Facilities/Holding Facilities; Juvenile Detention Facility	1435.00
Housing; Detention Facilities/Holding Facilities; Temporary Holding Facility	287.00
Housing; Organized Camps; Organized Camp - Seasonal	821.00
Housing; Organized Camps; Organized Camp - Year-round	1657.00
Medical Cannabis - Consultation Services - (+ hourly rate after 1 hour)	182.00
Medical Cannabis - Hourly Rate	182.00
Medical Cannabis - Office Hearing (+ hourly rate after 1 hour)	546.00
Medical Cannabis - Product Label Review/Consultation (+ hourly rate after 1 hour)	182.00
Medical Cannabis - Violation reinspection (+ hourly rate after 1 hour)	364.00
Medical Cannabis Dispensary - Prepackaged Edibles/Limited-Potentially Hazardous Edible Products - No Preparation	3058.00
Medical Cannabis Dispensary - Prepackaged Edibles/Non-Potentially Hazardous Edible Products - No Preparation	2621.00
Medical Cannabis Dispensary Plan Review/Construction Inspection (+ hourly rate after 6 hours)	1456.00
Medical Cannabis Dispensary Site Review (+ hourly rate after 2 hours)	546.00
Medical Cannabis Product Manufacturing Site - Non-Potentially Hazardous Edible Products - Full Preparation	3640.00
Medical Cannabis Product Manufacturing Site - Potentially Hazardous Edible Products - Full Preparation	4732.00
Medical Cannabis Product Manufacturing Site Plan Review /Construction Inspection (+ hourly rate after 8 hours)	1820.00
Medical Cannabis Product Manufacturing Site Review (+ hourly rate after 3 hours)	728.00
Medical Waste Permits; Common Storage Facility Permit; Generators 2-10	352.00
Medical Waste Permits; Large Quantity Medical (Registration Fee); Acute Psychiatric Hospital	1788.00
Medical Waste Permits; Large Quantity Medical (Registration Fee); Clinics Laboratory	760.00
Medical Waste Permits; Large Quantity Medical (Registration Fee); Clinics Primary Care	1034.00

PUBLIC HEALTH DIVISION - ENVIRONMENTAL HEALTH AND SAFETY	
Fee Description	FY 17-18 Rate
Medical Waste Permits; Large Quantity Medical (Registration Fee); Clinics Specialty	1034.00
Medical Waste Permits; Large Quantity Medical (Registration Fee); Hospital beds; 100-199 beds	2585.00
Medical Waste Permits; Large Quantity Medical (Registration Fee); Hospital beds; 1-99 beds	1805.00
Medical Waste Permits; Large Quantity Medical (Registration Fee); Hospital beds; 200-249 beds	3283.00
Medical Waste Permits; Large Quantity Medical (Registration Fee); Hospital beds; 250 beds	4200.00
Medical Waste Permits; Large Quantity Medical (Registration Fee); Intermediate Care	801.00
Medical Waste Permits; Large Quantity Medical (Registration Fee); Medical Office	657.00
Medical Waste Permits; Large Quantity Medical (Registration Fee); Skilled Nursing Facility	697.00
Medical Waste Permits; Medical research	1748.00
Medical Waste Permits; On Site Treatment Facility (Permit); Large Steam Sterilization	2061.00
Medical Waste Permits; On Site Treatment Facility (Permit); Small Steam Sterilization	685.00
Medical Waste Permits; Small Quantity Registration; Small Quantity Registration/File Maintenance New Facility	341.00
Medical Waste Permits; Small Quantity Registration; Small Quantity Registration/File Maintenance Renewal	72.00
Milk and Dairy; Grade A Application Fee (6 hr min + hourly Rate)	1026.00
Milk and Dairy; Hourly Rate	171.00
Milk and Dairy; Ownership Change Fee (2 hr min + hourly rate)	342.00
Milk and Dairy; Plan Check - Proposed Changes to Permitted Farm (2 hr min + hourly rate)	342.00
Milk and Dairy; Plan Check Fee (6 hrs min + hourly rate)	1026.00
Other; Hourly rate	171.00
Other; Violation reinspection fee applicable to all laws & regulations enforced by Public Health Officer not already noted in specific programs; hourly rate.	171.00
Recreational Health; Hourly Rate	171.00
Recreational Health; Plan Checks; New Construction (+ hourly rate after 4 hours)	684.00
Recreational Health; Plan Checks; Remodel (+ hourly rate after 1 hour)	171.00
Recreational Health; Plan Checks; Site Reviews	342.00
Recreational Health; Public Pools; 1. Public Swimming Pools/Spas	513.00
Recreational Health; Violation Reinspection (+ hourly rate after 1 hour)	171.00
Semi-frozen Product; Semi-frozen Product Facility	250.00
Semi-frozen Product; Semi-frozen Product Sampling (per sample)	28.00
Septage Haulers; Hourly Rate	171.00
Septage Haulers; Permit Transfer Fee (per vehicle)	171.00
Septage Haulers; Septage Pumper/Chemical Toilet Trucks (per vehicle)	469.00
Septage Haulers; Violation Reinspection (+ hourly rate after 1 hour)	171.00
Solid Waste Facilities Permits; LEA Services; Facility Permits; Emergency Transfer Station (+ hourly rate after 8 hours)	1368.00

PUBLIC HEALTH DIVISION - ENVIRONMENTAL HEALTH AND SAFETY	
Fee Description	FY 17-18 Rate
Solid Waste Facility Permits; Enforcement Services; Legal Proceedings, Admin Hearings: hourly rate	171.00
Solid Waste Facility Permits; Enforcement Services; Notice & Order Preparation (+ hourly rate after 8 hours)	1365.00
Solid Waste Facility Permits; Hourly Rate	171.00
Solid Waste Facility Permits; Inspection Services; Biosolids Land Application Facility; Notification - Biosolids Land Application	7748.00
Solid Waste Facility Permits; Inspection Services; Closed Site Monitoring; Closed Site Monitoring (Annual Inspection)	589.00
Solid Waste Facility Permits; Inspection Services; Closed Site Monitoring; Closed Site Monitoring (Biannual Inspection)	1175.00
Solid Waste Facility Permits; Inspection Services; Closed Site Monitoring; Closed Site Monitoring (Monthly Inspection)	6932.00
Solid Waste Facility Permits; Inspection Services; Closed Site Monitoring; Closed Site Monitoring (Quarterly Inspection)	2350.00
Solid Waste Facility Permits; Inspection Services; Composting Facility; Composting Facility - Full Solid Waste Facilities Permit	23066.00
Solid Waste Facility Permits; Inspection Services; Composting Facility; Composting Facility - Notification (Annual Inspections)	458.00
Solid Waste Facility Permits; Inspection Services; Composting Facility; Composting Facility - Notification (Quarterly Inspections)	1828.00
Solid Waste Facility Permits; Inspection Services; Composting Facility; Composting Facility - Notification (Semi-Annual Inspections)	915.00
Solid Waste Facility Permits; Inspection Services; Composting Facility; Composting Facility - Notification Biosolids (Quarterly Inspections)	9103.00
Solid Waste Facility Permits; Inspection Services; Composting Facility; Composting Facility - Registration (Monthly Inspections)	4538.00
Solid Waste Facility Permits; Inspection Services; Disposal Site; Full Solid Waste Facilities Permit - Disposal Site	47157.00
Solid Waste Facility Permits; Inspection Services; Disposal Site; Full Solid Waste Facilities Permit - Drilling Mud (Monthly Inspections)	18383.00
Solid Waste Facility Permits; Inspection Services; Disposal Site; Permit Exemption - Quarterly Inspections	2815.00
Solid Waste Facility Permits; Inspection Services; Disposal Site; Permit Exemption- Semi-Annual	2341.00
Solid Waste Facility Permits; Inspection Services; Transfer Stations; Transfer Station - Notification Small/Limited	3758.00
Solid Waste Facility Permits; Inspection Services; Transfer Stations; Transfer Station - Registration Medium	8383.00
Solid Waste Facility Permits; Inspection Services; Transfer Stations; Transfer Station- (Full) Lg Volume >than 600tpd	18383.00
Solid Waste Facility Permits; Inspection Services; Transfer Stations; Transfer Station- (Full) Lg Volume>100tpd<than 600tpd	10720.00
Solid Waste Facility Permits; LEA Services; Facility Permits; CalRecycle Meeting (+ hourly rate after 6 hours)	1024.00

PUBLIC HEALTH DIVISION - ENVIRONMENTAL HEALTH AND SAFETY	
Fee Description	FY 17-18 Rate
Solid Waste Facility Permits; LEA Services; Facility Permits; CEQA Comment & Review (+ hourly rate after 18 hours)	3071.00
Solid Waste Facility Permits; LEA Services; Facility Permits; CEQA Lead Agency (+ hourly rate after 40 hours)	6823.00
Solid Waste Facility Permits; LEA Services; Facility Permits; Closure/Post-closure (+ hourly rate after 32 hours)	5459.00
Solid Waste Facility Permits; LEA Services; Facility Permits; Exemption Processing (+ hourly rate after 9 hours)	1536.00
Solid Waste Facility Permits; LEA Services; Facility Permits; Existing Permit Review (+ hourly rate after 18 hours)	3071.00
Solid Waste Facility Permits; LEA Services; Facility Permits; New Facility Application (+ hourly rate after 18 hours)	3071.00
Solid Waste Facility Permits; LEA Services; Facility Permits; Permit Modification/Amendment (+ hourly rate after 8 hours)	1365.00
Solid Waste Facility Permits; LEA Services; Facility Permits; Permit Preparation (+ hourly rate after 20 hours)	3411.00
Solid Waste Facility Permits; LEA Services; Facility Permits; Permit Revision (+ hourly rate after 32 hours)	5459.00
Solid Waste Facility Permits; LEA Services; Facility Registration; Existing Registration Review (+ hourly rate after 8 hours)	1368.00
Solid Waste Facility Permits; LEA Services; Facility Registration; New Registration Application (+ hourly rate after 8 hours)	1368.00
Solid Waste Facility Permits; Meth. Contamination Prop Oversight/Clearance (hourly rate)	171.00
Solid Waste Facility Permits; Refuse Collection Vehicles; Refuse Collection and Sludge Hauling Vehicles	360.00
Solid Waste Facility Permits; Violation Reinspection (hourly rate)	171.00
Storm water; Storm Water Permit Boundary - North Coast Region	50.00
Storm water; Storm Water Permit Boundary - San Francisco Bay Region	50.00
Storm water; Storm Water Permit Boundary - Santa Rosa City	50.00
Water Systems; Hourly Rate	171.00
Water Systems; State Small Water System Permit	957.00
Water Systems; Violation Reinspection (+ hourly rate after 1 hour)	171.00
Water Systems; Water Well at Food Facility	209.00

PUBLIC HEALTH DIVISION - PUBLIC HEALTH LABORATORY	
Fee Description	FY 17-18 Rate
Environmental Laboratory; General Dairy Testing	29.00
Environmental Laboratory; Quantitray-Colilert-Enterolert	39.00
Environmental Laboratory; Shellfish, Oyster Meat	74.00
Environmental Laboratory; Water Salt/Fresh: MPN 10-15 tubes:Total/E coli	63.00
Environmental Laboratory; Water: Total/fecal coliforms. Presence/Absence	29.00
Microbial Disease Laboratory; Babesia WA-1 serol./microti-serology	60.00
Microbial Disease Laboratory; Ehrlichia chafeensis serology	60.00
Microbial Disease Laboratory; Ehrlichia HGE serology	60.00
Microbial Disease Laboratory; Food Cultures: Per suspect pathogen	97.00
Microbial Disease Laboratory; Gonorrhea - NAAT	60.00
Microbial Disease Laboratory; Lyme Disease: Western Blot IgM or IgG	100.00
Microbial Disease Laboratory; Lyme Disease: serology	71.00
Microbial Disease Laboratory; Microbiologist Hourly Rate	80.00
Microbial Disease Laboratory; Mycology: Culture	20.00
Microbial Disease Laboratory; Mycology: I.D.	25.00
Microbial Disease Laboratory; Rickettsia rickettsia	60.00
Microbial Disease Laboratory; Rickettsia typhus	60.00
Microbial Disease Laboratory; Routine Bacterial Culture or Ci	36.00
Microbial Disease Laboratory; Tick: for Lyme Disease serology	33.00
Microbial Disease Laboratory; Tuberculosis; Culture: Miglit960/solid media	60.00
Microbial Disease Laboratory; Tuberculosis; Nucleic Acid Probe: each	90.00
Microbial Disease Laboratory; Tuberculosis; Sensitivities: 4 Drugs	92.00
Microbial Disease Laboratory; VDRL	10.00
Molecular Biology Lab; Real Time PCR Chain Reaction tests for: Bordetella pertussis	75.00
Molecular Biology Lab; Real Time PCR Chain Reaction tests for: Flu	75.00
Molecular Biology Lab; Real Time PCR Chain Reaction tests for: General RT-PCR	90.00
Molecular Biology Lab; Real Time PCR Chain Reaction tests for: Mycobacteria tuberculosis	86.00
Molecular Biology Lab; Real Time PCR Chain Reaction tests for: Noro Virus	75.00
Virus Laboratory; Chlamydia NAAT	60.00
Virus Laboratory; Rabies Test	153.00
Virus Laboratory; R-Mix Respiratory Virus x 8	287.00

SONOMA COUNTY ANIMAL SERVICES	
Fee Description	FY 17-18 Rate
Animal Rendering Services; Large Animal Rendering Fee	69.00
Board Fees; Board Per Day - Dog	21.00
Board Fees; Board Per Day/Cat	21.00
Board Fees; Livestock Board Per Day/Head	21.00
Board Rabies Quarantine Fees; Board Per Day-Dog/Cat	26.00
Impound Fees; Cat Impound Altered	21.00
Impound Fees; Cat Impound Unaltered	26.00
Impound Fees; Dog First Impound - Licensed	63.00
Impound Fees; Dog First Impound-Not Licensed	79.00
Impound Fees; Dog Second Impound- licensed	132.00
Impound Fees; Impound - Large Livestock (300 pounds or more)	57.00
Impound Fees; Small Livestock - Under 300 Pounds	26.00
Impound Rabies Quarantine Fees; Rabies Quarantine-Shelter (Over The Counter)	96.00
Kennel/Pet Shop License; Commercial Kennel	195.00
Kennel/Pet Shop License; Hobby Kennel	195.00
Kennel/Pet Shop License; Pet Fancier Kennel (Cat); Altered+ Optional Cat License	20.00
Kennel/Pet Shop License; Pet Fancier Kennel (Cat); Unaltered+Optional Cat License	40.00
Kennel/Pet Shop License; Pet Fancier Kennel (Dog); Altered+Mandatory Individual Dog License	40.00
Kennel/Pet Shop License; Pet Fancier Kennel (Dog); Unaltered+Mandatory Individual Dog License	81.00
Kennel/Pet Shop License; Pet Shop	195.00
License Fees; Dog - Altered	26.00
License Fees; Dog - Altered - Senior Citizen	13.00
Potentially Dangerous/Vicious Dogs; Dangerous/Vicious Dog	345.00
Potentially Dangerous/Vicious Dogs; Potentially Dangerous Dog	138.00
Rabies Quarantine Fees; Rabies Quarantine-Home	68.00

BEHAVIORAL HEALTH DIVISION	
Fee Description	FY 17-18 Rate
Mental Health - Crisis Stabilization Services	87.29
Mental Health - Outpatient Services; Assessment & Testing	385.72
Mental Health - Outpatient Services; Collateral	385.72
Mental Health - Outpatient Services; Group - Therapy or Rehabilitation	385.72
Mental Health - Outpatient Services; Individual - Therapy or Rehabilitation	385.72
Mental Health - Outpatient Services; Plan Development	385.72
Other Services; Case Management/Brokerage	290.96
Other Services; Crisis Intervention	561.79
Other Services; Medication Support (30 minutes)	349.16
Other Services; TASC Program Fee	571.00

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Attachment 2
Department of Health Services
Public Health Division - Environmental Health and Safety Fees
May 9, 2017

Environmental Health and Safety

Environmental Health and Safety (EHS) programs promote health and quality of life by preventing or controlling those diseases that result from interactions between people and the places they live, work, and play. EHS programs employ several strategies to prevent health hazards including education, trend surveillance and analysis, routine inspections, response to citizen tips, sampling and posting, and enforcement where necessary. EHS charges fees to recover its costs to provide these services to members of the public who receive permits and benefit from EHS's services.

The overall increase in revenue for FY 16-17 Environmental Health and Safety is estimated at \$769,940.

Fee Methodology – Hourly Rate: The hourly rate is the primary factor used in computing the costs of providing EHS services to the members of the public who receive these services. Annually, EHS conducts an hourly rate cost analysis in order to determine full cost recovery necessary to fund the delivery of services for all programs. For five years, EHS held off increasing fees to match full cost recovery due to the community's concern during the economic downturn. In FY 15-16, EHS analyzed the cost of full cost recovery and recognized that there was a need to significantly increase the hourly rate to fund the delivery of services. Therefore, to minimize the impact on the fee payors, the BOS approved the Department's recommended phased approach for (approximately 10%) increases to the hourly rate over three fiscal years (FY 16-17, FY 17-18, and FY 18-19).

For FY 17-18, the second year of the three year plan, the Department is proposing an EHS hourly rate of \$171, which represents 94 percent cost recovery (full-cost recovery is \$182) and an 11.04 percent increase over the FY 16-17 hourly rate of \$154. For FY 17-18 the effect of the hourly rate change is an increase in revenue of \$608,903 (14.77%) over FY 16-17 revenue.

Proposed Fee Structure Changes: Historically, EHS develops its fee structure based on the average time necessary to provide services to facilities within a fee category. EHS conducts time/task analyses to assess the average amount of time spent per service offered based on prior year's data. The analysis identifies areas with deviation in time spent per facility and to improve equity and better reflect actual service time needed for each inspection service, EHS recommends fee structure changes to create a more equitable fee structure that better reflects the average time to conduct inspection services. This restructuring may result in a reduction in fees for some facilities and an increase in fees for facilities that require a greater amount of service time.

Implementation of the proposed fee structure changes creates equity for facilities with varied service needs, ensures compliance with Proposition 26, and provides for services to the rate payors.

EHS is recommending the following fee category changes for FY 17-18: Restructuring of the non-permanent food facility fees, elimination of the Food Safety Manager classes, clarification

Attachment 2
Department of Health Services
Public Health Division - Environmental Health and Safety Fees
May 9, 2017

of the milk and dairy service fees, addition of a reduced service fee for solid waste registration and emergency transfer services, and the addition of new fees for the medical cannabis program.

Detailed EHS services fee information is provided below. The net increase in revenue for FY 17-18 EHS services is estimated at \$769,940 (18.68%).

Non-Permanent Food Facilities

1. **Temporary Food Facilities – 5 days or less.** Modify existing fees and add new fees for the Five Day or Less Temporary Food Facilities, creating greater variation for food operators. Previously this category had a non-food preparation category and a food preparation category. With these categories many operators that were conducting minimal food preparation were being charged at the same rate as those operators conducting full preparation. The Food Preparation category has been changed to Moderate Food Preparation and the fee reduced from \$317 to \$223 (-29.65%). New categories for Extensive and Minimal Food Preparation have been added with fees of \$352 (+11.04%) and \$166 (-47.63%) respectively.
2. **Temporary Food Facility – Annual.** Adjust the level of food preparation allowed for the Annual Temporary Food Facility permits and add a new fee. Food preparation levels currently include Pre-Packaged/No Food Preparation, Minimal Food Preparation and Moderate Food preparation. The proposal is to create a new fee for Extensive Food Preparation and modify the Moderate Food Preparation category for operators conducting less than extensive food preparation and reduce the Moderate Food Preparation fee from \$504 to \$301 (-40.28%).
3. **Caterer/Rental Kitchen – Separation of Categories.** Separate the Caterer/Rental Kitchen category into two fee categories for each type of operation. The separation of this permit category will allow for better data collection and provide more equitable fees in the future.
4. **Food Safety Manager Class – Elimination of Program.** Discontinue the Food Safety Manager classes due to the need to raise costs above competitive levels and inadequate staffing levels to provide services at an acceptable frequency. There are many outside services, located throughout Sonoma, Marin and Napa County that offer these classes at reduced costs and increased frequency. Sonoma County has provided this service for many years and the operators appreciate the personalized attention they receive during the course. To maintain this personalized approach to the community, EHS will continue to offer in-field trainings for those operators who request service and will continuously provide information to the public about available courses and trainings through the website and also through one-on-one consultations in the field.
5. **Milk and Dairy Program – Hourly Rate Notification and New Service Categories.** Define the hourly rate charges for services provided to the milk and dairy operators. In the Milk

Attachment 2
Department of Health Services
Public Health Division - Environmental Health and Safety Fees
May 9, 2017

and Dairy program, fees are set by the State for monthly inspection services. In addition to these monthly services, some operators require additional services such as: plan check for a new facility, ownership changes, Grade A applications processing, rescore and additional water/milk sampling. Currently, the operators are charged a minimal fee for these services and then charged an hourly rate when required services exceed the minimum time provided for in the fee. The Department is proposing to clarify this for the Milk Resample, Re-score Inspection, Violation Reinspection and Water Re-sample fees. New fees are also being proposed for Plan Check, Ownership Changes, Proposed Changes to Permitted Facilities, and Grade A Application services. The addition and delineation of these fees will allow for those operators requiring the services to receive them and those not requiring services to avoid additional monthly charges for the program.

6. **Solid Waste Facility Registration and Emergency Transfer Station – New Fees.** Create new fee categories for the registration level solid waste facility permits. These facilities are smaller than the average solid waste facility and services for application processing and five year review require a reduced amount of time in comparison. The proposed Registration Facility Review, New Registration Application, and Emergency Transfer Station fee categories will result in a decrease in fees from \$2,765 to \$1,368 (-50.52%).
7. **Medical Cannabis - New Fees.** The DHS Medical Cannabis program will mitigate potential health impacts to the community through ensuring that edible products manufactured and dispensed in Sonoma County have been prepared and sold in a manner that promotes safety and meets standards to mitigate potential for related illnesses. This regulatory and inspection program is being developed to maintain consistency with the Medical Cannabis Regulation and Safety Act, Adult Use Marijuana Act, and future State regulations. The program and implementation structure is being designed to support medical cannabis activities and work through education to achieve consistency and compliance among facilities, minimizing overall health risks to the community.

Fee categories for the Medical Cannabis program have been created by utilizing the time/task analysis data from similar food facility operations and a comparison of other counties with similar programs. Fee revenue of \$154,847 in FY 17-18 is anticipated for the Medical Cannabis program. The Department is proposing new categories and fees for the Medical Cannabis program as outlined below:

Attachment 2
Department of Health Services
Public Health Division - Environmental Health and Safety Fees
May 9, 2017

Fee Description	Proposed FY 17-18 Fee
Medical Cannabis Dispensary - Prepackaged Edibles/ Non-Potentially Hazardous Edible Products - No Preparation	\$2,621
Medical Cannabis Dispensary - Prepackaged Edibles/ Limited-Potentially Hazardous Edible Products - No Prep	\$3,058
Medical Cannabis Product Manufacturing Site - Non-Potentially Hazardous Edible Products - Full Preparation	\$3,640
Medical Cannabis Product Manufacturing Site - Potentially Hazardous Edible Products - Full Preparation	\$4,732
Medical Cannabis Dispensary Plan Review /Construction Inspection (+ hourly rate after 6 hours)	\$1,456
Medical Cannabis Dispensary Site Review (+ hourly rate after 3 hours)	\$546
Medical Cannabis Product Manufacturing Site Plan Review /Construction Inspection (+ hourly rate after 8 hours)	\$1,456
Medical Cannabis Product Manufacturing Site Review (+ hourly rate after 3 hours)	\$546
Medical Cannabis - Violation reinspection (+ hourly rate after 1 hour)	\$182
Medical Cannabis - Office Hearing (+ hourly rate after 1 hour)	\$182
Medical Cannabis - Product Label Review/Consultation (+ hourly rate after 1 hour)	\$182
Medical Cannabis - Consultation Services - (+ hourly rate after 1 hour)	\$182
Medical Cannabis - Hourly Rate	\$182

Attachment 2
Department of Health Services
Public Health Division - Environmental Health and Safety Fees
May 9, 2017

Productivity, Efficiency, and Customer Service Improvement Plan for Environmental Health and Safety

- Continue implementation and quality improvement for the development of programs over the next several years to expand community awareness and increase accessibility of education including community outreach, program redevelopment, fee analysis, industry advisory groups, website development, and social media resources.
- Expand the EHS website for all programs to provide a more intuitive and user-friendly approach for search results and information.
- Implement, monitor and continue to improve upon the color-coded placarding program and website to best serve the community.
- Evaluate and provide recommended actions for the mobile food facility program.
- Expand utilization of Envision Connect software to maximize business process efficiencies, data reporting capabilities and quality assuredness throughout all EHS programs. Develop a system for online application and payment submittals to increase customer convenience and efficiencies.
- Evaluate and restructure programs to enhance workflows, increase community engagement, establish industry advisory groups, and inform and educate the public.
- Continue evaluation of data quality, grants, workloads, fees and budgeting status reports to monitor expenditures and revenue.
- Develop a dedicated training plan and succession planning to encourage growth and expansion of the environmental health profession in Sonoma County.
- Expand efforts to complete FDA standards for food safety, which includes applications for grant funding and completion of the program standards over the next eight years.

Summary of Expected Results

- Increased awareness and engagement throughout the community of the EHS programs, profession and services provided.
- Sustainable work force and succession plan to encourage professional growth.
- Sustainable budget based on accountability, efficiency, and maximum productivity throughout all EHS workflows.
- Increased efficiency and quality improvement throughout the EHS programs, workflows, and accounts.

Summary of Results of Prior Year Plan

- Developed and implemented modernization of the Food Safety program, including the color-coded placarding program field trials, through community involvement and

Attachment 2
Department of Health Services
Public Health Division - Environmental Health and Safety Fees
May 9, 2017

outreach around the proposed grading program analyzed and educated Food Safety program staff to increased consistency.

- Implemented an electronic in-field inspection program for the Food Safety program.
- Utilized Envision Connect software to increase efficiencies, provide data resources, and minimize duplication.
- Completed scanning of all most of the EHS program files into the electronic data management system.

Reference Number	Fee Description (Short)	Legal Basis for Fee*	Requirement to Adjust Fee (Resolution or Ordinance)	FY 16-17 Units	Anticipated Units, FY 17-18	Current Fee Amount (FY 16-17)	Proposed Fee Amount (FY 17-18)	Change in Fee (%)	Proposed Effective Date	Additional Revenue Expected**	Last Date Fee Changed	Amount Prior to Last Change	Actual Cost of Providing Service
1	Body Art Permits; Hourly Rate	CHSC, Div 104, Part 15, Chpt 7, Section 119324.5	Resolution	0	3	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ 51.00	7/1/2016	\$ 139.00	\$ 182.00
2	Body Art Permits; Tattoo/Body Art Facility Plan Check; Body Art Facility Plan Check (per hour)	CHSC, Div 104, Part 15, Chpt 7, Section 119324.5	Resolution	1	4	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ 68.00	7/1/2016	\$ 139.00	\$ 182.00
3	Body Art Permits; Tattoo/Body Art Temporary Event; Temporary Body Art Event Booth	CHSC, Div 104, Part 15, Chpt 7, Section 119324.5	Resolution	35	35	\$ 81.00	\$ 90.00	11.11%	7/1/2017	\$ 315.00	7/1/2016	\$ 73.00	\$ 96.00
4	Body Art Permits; Tattoo/Body Art Temporary Event; Temporary Body Art Event Organizer	CHSC, Div 104, Part 15, Chpt 7, Section 119324.5	Resolution	2	1	\$ 268.00	\$ 298.00	11.19%	7/1/2017	\$ 30.00	7/1/2016	\$ 242.00	\$ 317.00
5	Body Art Permits; Tattoo/Body Art Temporary Event; Temporary Body Art Practitioner Registration	CHSC, Div 104, Part 15, Chpt 7, Section 119324.5	Resolution	77	65	\$ 53.00	\$ 59.00	11.32%	7/1/2017	\$ 390.00	7/1/2016	\$ 48.00	\$ 63.00
6	Body Art Permits; Tattoo/Body Piercing/Permanent Cosmetics; Body Art Practitioner Registration Renewal	CHSC, Div 104, Part 15, Chpt 7, Section 119324.5	Resolution	126	137	\$ 94.00	\$ 104.00	10.64%	7/1/2017	\$ 1,370.00	7/1/2016	\$ 85.00	\$ 111.00
7	Body Art Permits; Tattoo/Body Piercing/Permanent Cosmetics; Facility Registration (Annual) 1 Artist	CHSC, Div 104, Part 15, Chpt 7, Section 119324.5	Resolution	22	24	\$ 432.00	\$ 480.00	11.11%	7/1/2017	\$ 1,152.00	7/1/2016	\$ 390.00	\$ 510.00
8	Body Art Permits; Tattoo/Body Piercing/Permanent Cosmetics; Facility Registration (Annual) 2-4 Artists	CHSC, Div 104, Part 15, Chpt 7, Section 119324.5	Resolution	12	23	\$ 465.00	\$ 516.00	10.97%	7/1/2017	\$ 1,173.00	7/1/2016	\$ 420.00	\$ 549.00
9	Body Art Permits; Tattoo/Body Piercing/Permanent Cosmetics; Facility Registration (Annual) 5 or more Artists	CHSC, Div 104, Part 15, Chpt 7, Section 119324.5	Resolution	10	7	\$ 487.00	\$ 541.00	11.09%	7/1/2017	\$ 378.00	7/1/2016	\$ 440.00	\$ 575.00
10	Body Art Permits; Tattoo/Body Piercing/Permanent Cosmetics; Practitioner Registration (one time per practitioner)	CHSC, Div 104, Part 15, Chpt 7, Section 119324.5	Resolution	6	6	\$ 148.00	\$ 164.00	10.81%	7/1/2017	\$ 96.00	7/1/2016	\$ 134.00	\$ 175.00
11	Body Art Permits; Tattoo/Body Piercing/Permanent Cosmetics; Replacement Card	CHSC, Div 104, Part 15, Chpt 7, Section 119324.5	Resolution	0	1	\$ 38.00	\$ 42.00	10.53%	7/1/2017	\$ 4.00	7/1/2016	na	\$ 45.00
12	Body Art Permits; Violation Reinspection (hourly rate)	CHSC, Div 104, Part 15, Chpt 7, Section 119324.5	Resolution	0	1	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ 17.00	7/1/2016	\$ 139.00	\$ 182.00
13	Environmental Drilling Permits; Borings; Each Additional Boring	SCC Chapter 25B, Section 25B-5 (b)	Resolution	168	168	\$ 85.00	\$ 94.00	10.59%	7/1/2017	\$ 1,512.00	7/1/2016	\$ 77.00	\$ 100.00
14	Environmental Drilling Permits; Borings; First Boring	SCC Chapter 25B, Section 25B-5c	Resolution	16	22	\$ 325.00	\$ 361.00	11.08%	7/1/2017	\$ 792.00	7/1/2016	\$ 293.00	\$ 384.00
15	Environmental Drilling Permits; Destruction; Each Additional Well	SCC Chapter 25B, Section 25B-5c	Resolution	265	265	\$ 85.00	\$ 94.00	10.59%	7/1/2017	\$ 2,385.00	7/1/2016	\$ 77.00	\$ 100.00
16	Environmental Drilling Permits; Destruction; First well	SCC Chapter 25B, Section 25B-5c	Resolution	20	17	\$ 405.00	\$ 450.00	11.11%	7/1/2017	\$ 765.00	7/1/2016	\$ 366.00	\$ 478.00
17	Environmental Drilling Permits; Environmental Assessment (per site)	SCC Chapter 25B, Section 25B-5c	Resolution	13	20	\$ 612.00	\$ 680.00	11.11%	7/1/2017	\$ 1,360.00	7/1/2016	\$ 552.00	\$ 723.00
18	Environmental Drilling Permits; Geotechnical boring; Each Additional Boring	SCC Chapter 25B, Section 25B-5c	Resolution	1	0	\$ 85.00	\$ 94.00	10.59%	7/1/2017	\$ -	7/1/2016	\$ 77.00	\$ 100.00
19	Environmental Drilling Permits; Geotechnical boring; First Boring	SCC Chapter 25B, Section 25B-5c	Resolution	1	0	\$ 325.00	\$ 361.00	11.08%	7/1/2017	\$ -	7/1/2016	\$ 293.00	\$ 384.00
20	Environmental Drilling Permits; Legal Enforcement/Administrative Hearing (per hour)	SCC Chapter 25B, Section 25B-5c	Resolution	0	0	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ -	7/1/2016	\$ 139.00	\$ 182.00
21	Environmental Drilling Permits; Permit Extension/Alteration	SCC Chapter 25B, Section 25B-5c	Resolution	1	2	\$ 202.00	\$ 224.00	10.89%	7/1/2017	\$ 44.00	7/1/2016	\$ 182.00	\$ 239.00
22	Environmental Drilling Permits; Wells (Investigation and Remediation); Each Additional Well	SCC Chapter 25B, Section 25B-5c	Resolution	149	149	\$ 85.00	\$ 94.00	10.59%	7/1/2017	\$ 1,341.00	7/1/2016	\$ 77.00	\$ 100.00
23	Environmental Drilling Permits; Wells (Investigation and Remediation); First Well	SCC Chapter 25B, Section 25B-5c	Resolution	14	23	\$ 405.00	\$ 450.00	11.11%	7/1/2017	\$ 1,035.00	7/1/2016	\$ 366.00	\$ 478.00

Reference Number	Fee Description (Short)	Legal Basis for Fee*	Requirement to Adjust Fee (Resolution or Ordinance)	FY 16-17 Units	Anticipated Units, FY 17-18	Current Fee Amount (FY 16-17)	Proposed Fee Amount (FY 17-18)	Change in Fee (%)	Proposed Effective Date	Additional Revenue Expected**	Last Date Fee Changed	Amount Prior to Last Change	Actual Cost of Providing Service
24	Food Safety; Food Safety - Cottage Food Operations; Class A Cottage Food Operations (+ hourly rate after 1 hour)	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	33	25	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ 425.00	7/1/2016	\$ 139.00	\$ 182.00
25	Food Safety; Food Safety - Cottage Food Operations; Class B Cottage Food Operations (+ hourly rate after 2.5 hours)	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	14	9	\$ 385.00	\$ 428.00	11.17%	7/1/2017	\$ 387.00	7/1/2016	\$ 347.50	\$ 455.00
26	Food Safety; Food Safety - Non -Permanent Facilities; Certified Farmers Market; Certified Farmers Market Organizer (+ hourly rate after 1.5 hours)	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	24	23	\$ 231.00	\$ 257.00	11.26%	7/1/2017	\$ 598.00	7/1/2016	\$ 206.00	\$ 273.00
27	Food Safety; Food Safety - Non -Permanent Facilities; Mobile Food Facility; Mobile Food Facility - Extensive Preparation	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	66	79	\$ 593.00	\$ 659.00	11.13%	7/1/2017	\$ 5,214.00	7/1/2016	\$ 374.00	\$ 700.00
28	Food Safety; Food Safety - Non -Permanent Facilities; Mobile Food Facility; Mobile Food Facility - Minimal or No Preparation	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	28	33	\$ 105.00	\$ 117.00	11.43%	7/1/2017	\$ 396.00	7/1/2016	\$ 374.00	\$ 124.00
29	Food Safety; Food Safety - Non -Permanent Facilities; Mobile Food Facility; Mobile Food Facility - Moderate Preparation	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	48	42	\$ 414.00	\$ 460.00	11.11%	7/1/2017	\$ 1,932.00	7/1/2016	\$ 374.00	\$ 489.00
30	Food Safety; Food Safety - Non -Permanent Facilities; Seasonal Facilities (Operating < 5 Months/Year); Seasonal Facility	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	36	38	\$ 508.00	\$ 564.00	11.02%	7/1/2017	\$ 2,128.00	7/1/2016	\$ 909.00	\$ 600.00
31	Food Safety; Food Safety - Non -Permanent Facilities; Swap Meet/Community Events; Community Event/Swap Meet Organizer 2 - 5 vendors (+ hourly rate after 1 hour)	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	14	9	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ 153.00	7/1/2016	\$ 139.00	\$ 182.00
32	Food Safety; Food Safety - Non -Permanent Facilities; Swap Meet/Community Events; Community Event/Swap Meet Organizer 6 or More Vendors (+ hourly rate after 2 hours)	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	55	60	\$ 308.00	\$ 342.00	11.04%	7/1/2017	\$ 2,040.00	7/1/2016	\$ 277.00	\$ 364.00
33	Food Safety; Food Safety - Non -Permanent Facilities; Temporary Food Facility - 5 Days or Less; Temporary Food Facility - Extensive Food Preparation	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	0	45	\$ -	\$ 352.00	100.00%	7/1/2017	\$ 15,840.00	7/1/2016	\$ 286.00	\$ -
35	Food Safety; Food Safety - Non -Permanent Facilities; Temporary Food Facility - 5 Days or Less; Temporary Food Facility - Minimal Food Preparation- 5 Days or Less	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	0	70	\$ -	\$ 166.00	100.00%	7/1/2017	\$ 11,620.00	7/1/2016	\$ -	\$ -
34	Food Safety; Food Safety - Non -Permanent Facilities; Temporary Food Facility - 5 Days or Less; Temporary Food Facility - Moderate Food Preparation	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	145	102	\$ 317.00	\$ 223.00	(29.65%)	7/1/2017	\$ (9,588.00)	7/1/2016	\$ 286.00	\$ 282.00
35	Food Safety; Food Safety - Non -Permanent Facilities; Temporary Food Facility - 5 Days or Less; Temporary Food Facility - Pre-Packaged/No Food Preparation	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	98	120	\$ 75.00	\$ 83.00	10.67%	7/1/2017	\$ 960.00	7/1/2016	\$ 68.00	\$ 89.00
39	Food Safety; Food Safety - Non -Permanent Facilities; Temporary Food Facility - Annual; Temporary Food Facility - Extensive Food Preparation	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	0	80	\$ -	\$ 560.00	100.00%	7/1/2017	\$ 44,800.00	7/1/2016	\$ -	\$ -
40	Food Safety; Food Safety - Non -Permanent Facilities; Temporary Food Facility - Annual; Temporary Food Facility - Minimal Food Preparation	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	172	172	\$ 208.00	\$ 231.00	11.06%	7/1/2017	\$ 3,956.00	7/1/2016	\$ 455.00	\$ 246.00
41	Food Safety; Food Safety - Non -Permanent Facilities; Temporary Food Facility - Annual; Temporary Food Facility - Moderate Food Preparation	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	340	298	\$ 504.00	\$ 301.00	(40.28%)	7/1/2017	\$ (60,494.00)	7/1/2016	\$ 455.00	\$ 595.00
42	Food Safety; Food Safety - Non -Permanent Facilities; Temporary Food Facility - Annual; Temporary Food Facility - Pre-packaged/No Food Preparation	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	60	84	\$ 99.00	\$ 110.00	11.11%	7/1/2017	\$ 924.00	7/1/2016	\$ 89.00	\$ 117.00
42	Food Safety; Food Safety - Permanent Facilities; Bed & Breakfast/Ag Homestay; Bed & Breakfast/Ag Homestay	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	45	41	\$ 531.00	\$ 590.00	11.11%	7/1/2017	\$ 2,419.00	7/1/2016	\$ 495.00	\$ 627.00
43	Food Safety; Food Safety - Permanent Facilities; Farm/Produce Stand; Prepackaged Farm Stand	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	1	1	\$ 99.00	\$ 110.00	11.11%	7/1/2017	\$ 11.00	7/1/2016	\$ 89.00	\$ 117.00
44	Food Safety; Food Safety - Permanent Facilities; Food Facility - Caterer/ Rental Kitchen; Food Facility - Caterer/Rental Kitchen	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	97	78	\$ 693.00	\$ 770.00	11.11%	7/1/2017	\$ 6,006.00	7/1/2016	\$ 843.00	\$ 818.00
43	Food Safety; Food Safety - Permanent Facilities; Food Facility - Extensive Preparation; Food - Extensive Preparation (< 2,000 Sq. Ft.)	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	535	593	\$ 1,155.00	\$ 1,283.00	11.08%	7/1/2017	\$ 75,904.00	7/1/2016	\$ 1,123.00	\$ 1,364.00
44	Food Safety; Food Safety - Permanent Facilities; Food Facility - Extensive Preparation; Food - Extensive Preparation (> 6,000 Sq. Ft.)	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	112	108	\$ 1,386.00	\$ 1,539.00	11.04%	7/1/2017	\$ 16,524.00	7/1/2016	\$ 1,123.00	\$ 1,637.00

Reference Number	Fee Description (Short)	Legal Basis for Fee*	Requirement to Adjust Fee (Resolution or Ordinance)	FY 16-17 Units	Anticipated Units, FY 17-18	Current Fee Amount (FY 16-17)	Proposed Fee Amount (FY 17-18)	Change in Fee (%)	Proposed Effective Date	Additional Revenue Expected**	Last Date Fee Changed	Amount Prior to Last Change	Actual Cost of Providing Service
45	Food Safety; Food Safety - Permanent Facilities; Food Facility - Extensive Preparation; Food - Extensive Preparation (2,000 - 6,000 Sq. Ft.)	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	362	421	\$ 1,247.00	\$ 1,385.00	11.07%	7/1/2017	\$ 58,098.00	7/1/2016	\$ 1,123.00	\$ 1,473.00
46	Food Safety; Food Safety - Permanent Facilities; Food Facility - Minimal Preparation; Food - Minimal or No Preparation	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	429	421	\$ 400.00	\$ 444.00	11.00%	7/1/2017	\$ 18,524.00	7/1/2016	\$ 362.00	\$ 472.00
47	Food Safety; Food Safety - Permanent Facilities; Food Facility - Moderate Preparation; Food - Moderate Preparation (< 2,000 Sq. Ft.)	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	639	721	\$ 886.00	\$ 984.00	11.06%	7/1/2017	\$ 70,658.00	7/1/2016	\$ 1,002.00	\$ 1,046.00
48	Food Safety; Food Safety - Permanent Facilities; Food Facility - Moderate Preparation; Food - Moderate Preparation (> 6,000 Sq. Ft.)	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	54	18	\$ 1,117.00	\$ 1,240.00	11.01%	7/1/2017	\$ 2,214.00	7/1/2016	\$ 1,002.00	\$ 1,319.00
49	Food Safety; Food Safety - Permanent Facilities; Food Facility - Moderate Preparation; Food - Moderate Preparation (2,000 - 6,000 Sq. Ft.)	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	195	219	\$ 963.00	\$ 1,069.00	11.01%	7/1/2017	\$ 23,214.00	7/1/2016	\$ 1,002.00	\$ 1,137.00
50	Food Safety; Food Safety - Permanent Facilities; Food Facility - Prepackaged non-PHF - No Preparation; Food - Pre-Packaged non PHF - No Preparation	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	95	98	\$ 103.00	\$ 114.00	10.68%	7/1/2017	\$ 1,078.00	7/1/2016	\$ 362.00	\$ 122.00
42	Food Safety; Food Safety - Permanent Facilities; Food Facility - Rental Kitchen	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	0	39	\$ 693.00	\$ 770.00	11.11%	7/1/2017	\$ 3,003.00	7/1/2016	\$ 869.00	\$ 818.00
43	Food Safety; Food Safety - Permanent Facilities; Food Facility - School; Food Facility - School - Private School (1 inspection/year)	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	14	15	\$ 462.00	\$ 513.00	11.04%	7/1/2017	\$ 765.00	7/1/2016	\$ 909.00	\$ 546.00
44	Food Safety; Food Safety - Permanent Facilities; Food Facility - School; Food Facility - School - Processing Kitchen (2 inspection/year)	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	33	85	\$ 924.00	\$ 1,026.00	11.04%	7/1/2017	\$ 8,670.00	7/1/2016	\$ 1,057.00	\$ 1,091.00
45	Food Safety; Food Safety - Permanent Facilities; Food Facility - School; Food Facility - School - Satellite (2 inspection/year)	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	103	55	\$ 616.00	\$ 684.00	11.04%	7/1/2017	\$ 3,740.00	7/1/2016	\$ 695.00	\$ 727.00
46	Food Safety; Food Safety - Permanent Facilities; Satellite Food Distribution Facility; Satellite Food Dist/Summer Food Program Sites	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	64	50	\$ 593.00	\$ 659.00	11.13%	7/1/2017	\$ 3,300.00	7/1/2016	\$ 535.00	\$ 700.00
47	Food Safety; Food Safety - Permanent Facilities; Vending Machine; Vending Machine	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	14	14	\$ 15.00	\$ 17.00	13.33%	7/1/2017	\$ 28.00	7/1/2016	\$ 15.00	\$ 18.00
48	Food Safety; Food Safety - Plan Review/Construction; Food Facility Plan Review; Food - Plan Review - Minor Remodel (+ hourly rate after 1 hour)	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	84	90	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ 1,530.00	7/1/2016	\$ 139.00	\$ 182.00
49	Food Safety; Food Safety - Plan Review/Construction; Food Facility Plan Review; Food - Plan Review - New Construction/major remodel (+ hourly rate after 4 hours)	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	79	90	\$ 616.00	\$ 684.00	11.04%	7/1/2017	\$ 6,120.00	7/1/2016	\$ 556.00	\$ 727.00
50	Food Safety; Food Safety - Plan Review/Construction; Food Facility Plan Review; Food - Winery/Beer Tasting Room Exemption Processing (+ hourly rate after 1 hour)	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	25	30	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ 510.00	7/1/2016	\$ 139.00	\$ 182.00
51	Food Safety; Food Safety - Plan Review/Construction; Food Facility Plan Review; Food Facility Site Reviews (+ hourly rate after 2 hours)	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	54	60	\$ 308.00	\$ 342.00	11.04%	7/1/2017	\$ 2,040.00	7/1/2016	\$ 281.00	\$ 364.00
52	Food Safety; Food Safety - Services; Consultation Services - (+ hourly rate after 1 hour)	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	3	3	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ 51.00	7/1/2016	\$ 139.00	\$ 182.00
53	Food Safety; Food Safety - Services; Food Safety Manager Class; Environmental Health Class (+ hourly rate after 2 hours)	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	3	3	\$ 308.00	\$ 342.00	11.04%	7/1/2017	\$ 102.00	7/1/2016	\$ 278.00	\$ 364.00
54	Food Safety; Food Safety - Services; Food Safety Manager Class; Food Safety Manager Certification Class and Test	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	165	0	\$ 148.00	na	(100.00%)	7/1/2017	\$ -	7/1/2016	\$ 134.00	\$ 175.00
55	Food Safety; Food Safety - Services; Food Safety Manager Class; Food Safety Manager Certification Class Book	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	7	0	\$ 26.00	na	(100.00%)	7/1/2017	\$ -	7/1/2016	\$ 24.00	\$ 31.00
56	Food Safety; Food Safety - Services; Food Safety Manager Class; Food Safety Manager Certification Test	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	22	0	\$ 59.00	na	(100.00%)	7/1/2017	\$ -	7/1/2016	\$ 53.00	\$ 70.00
57	Food Safety; Food Safety - Services; Food Safety Manager Class; Food Safety Manager Class Cancellation	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	0	0	\$ 22.00	na	(100.00%)	7/1/2017	\$ -	7/1/2016	\$ 20.00	\$ 26.00
58	Food Safety; Food Safety - Services; Hourly Rate	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	90	90	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ 1,530.00	7/1/2016	\$ 139.00	\$ 182.00

Reference Number	Fee Description (Short)	Legal Basis for Fee*	Requirement to Adjust Fee (Resolution or Ordinance)	FY 16-17 Units	Anticipated Units, FY 17-18	Current Fee Amount (FY 16-17)	Proposed Fee Amount (FY 17-18)	Change in Fee (%)	Proposed Effective Date	Additional Revenue Expected**	Last Date Fee Changed	Amount Prior to Last Change	Actual Cost of Providing Service
59	Food Safety; Food Safety - Services; Office Hearing (+ hourly rate after 1 hour)	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	6	6	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ 102.00	7/1/2016	\$ 139.00	\$ 182.00
60	Food Safety; Food Safety - Services; Violation reinspection (hourly rate)	CHSC, Div 104, Part 7, Chpt 1, Section 114381(d)	Resolution	42	42	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ 714.00	7/1/2016	\$ 139.00	\$ 182.00
61	Housing; Detention Facilities/Holding Facilities; Adult Detention Facility	CHSC, Section 101045 & SCC, Chp. 14, Sec. 14-1-030	Resolution	2	2	\$ 1,978.00	\$ 2,197.00	11.07%	7/1/2017	\$ 438.00	7/1/2016	\$ 1,785.00	\$ 2,336.00
62	Housing; Detention Facilities/Holding Facilities; Juvenile Detention Facility	CHSC, Section 101045 & SCC, Chp. 14, Sec. 14-1-030	Resolution	2	2	\$ 1,292.00	\$ 1,435.00	11.07%	7/1/2017	\$ 286.00	7/1/2016	\$ 1,166.00	\$ 1,526.00
63	Housing; Detention Facilities/Holding Facilities; Temporary Holding Facility	CHSC, Section 101045 & SCC, Chp. 14, Sec. 14-1-030	Resolution	6	6	\$ 258.00	\$ 287.00	11.24%	7/1/2017	\$ 174.00	7/1/2016	\$ 233.00	\$ 305.00
64	Housing; Organized Camps; Multiple Units	CHSC, Section 101045 & SCC, Chp. 14, Sec. 14-1-030	Resolution	0	0	\$ -	\$ -	0.00%	7/1/2017	\$ -	7/1/2016	\$ 170.00	\$ 182.00
65	Housing; Organized Camps; Organized Camp - Seasonal	CHSC, Section 101045 & SCC, Chp. 14, Sec. 14-1-030	Resolution	6	6	\$ 739.00	\$ 821.00	11.10%	7/1/2017	\$ 492.00	7/1/2016	\$ 667.00	\$ 873.00
66	Housing; Organized Camps; Organized Camp - Year-round	CHSC, Section 101045 & SCC, Chp. 14, Sec. 14-1-030	Resolution	8	8	\$ 1,492.00	\$ 1,657.00	11.06%	7/1/2017	\$ 1,320.00	7/1/2016	\$ 1,347.00	\$ 1,762.00
67	Medical Cannabis - Consultation Services - (+ hourly rate after 1 hour)	Ordinance No 6187, SCC, Chpt. 14, Sec 14-6-050	Ordinance	0	0	\$ -	\$ 182.00	100.00%	7/1/2017	\$ -	na	na	\$ 182.00
68	Medical Cannabis - Hourly Rate	Ordinance No 6187, SCC, Chpt. 14, Sec 14-6-050	Ordinance	0	0	\$ -	\$ 182.00	100.00%	7/1/2017	\$ -	na	na	\$ 182.00
69	Medical Cannabis - Office Hearing (+ hourly rate after 1 hour)	Ordinance No 6187, SCC, Chpt. 14, Sec 14-6-050	Ordinance	0	0	\$ -	\$ 546.00	100.00%	7/1/2017	\$ -	na	na	\$ 546.00
70	Medical Cannabis - Product Label Review/Consultation (+ hourly rate after 1 hour)	Ordinance No 6187, SCC, Chpt. 14, Sec 14-6-050	Ordinance	0	0	\$ -	\$ 182.00	100.00%	7/1/2017	\$ -	na	na	\$ 182.00
71	Medical Cannabis - Violation reinspection (+ hourly rate after 1 hour)	Ordinance No 6187, SCC, Chpt. 14, Sec 14-6-050	Ordinance	0	0	\$ -	\$ 364.00	100.00%	7/1/2017	\$ -	na	na	\$ 364.00
72	Medical Cannabis Dispensary - Prepackaged Edibles/Limited-Potentially Hazardous Edible Products - No Preparation	Ordinance No 6187, SCC, Chpt. 14, Sec 14-6-050	Ordinance	0	1	\$ -	\$ 3,058.00	100.00%	7/1/2017	\$ 3,058.00	na	na	\$ 3,058.00
73	Medical Cannabis Dispensary - Prepackaged Edibles/Non-Potentially Hazardous Edible Products - No Preparation	Ordinance No 6187, SCC, Chpt. 14, Sec 14-6-050	Ordinance	0	5	\$ -	\$ 2,621.00	100.00%	7/1/2017	\$ 13,105.00	na	na	\$ 2,621.00
74	Medical Cannabis Dispensary Plan Review/Construction Inspection (+ hourly rate after 6 hours)	Ordinance No 6187, SCC, Chpt. 14, Sec 14-6-050	Ordinance	0	0	\$ -	\$ 1,456.00	100.00%	7/1/2017	\$ -	na	na	\$ 1,456.00
75	Medical Cannabis Dispensary Site Review (+ hourly rate after 2 hours)	Ordinance No 6187, SCC, Chpt. 14, Sec 14-6-050	Ordinance	0	6	\$ -	\$ 546.00	100.00%	7/1/2017	\$ 3,276.00	na	na	\$ 546.00
76	Medical Cannabis Product Manufacturing Site - Non-Potentially Hazardous Edible Products - Full Preparation	Ordinance No 6187, SCC, Chpt. 14, Sec 14-6-050	Ordinance	0	16	\$ -	\$ 3,640.00	100.00%	7/1/2017	\$ 58,240.00	na	na	\$ 3,640.00
77	Medical Cannabis Product Manufacturing Site - Potentially Hazardous Edible Products - Full Preparation	Ordinance No 6187, SCC, Chpt. 14, Sec 14-6-050	Ordinance	0	5	\$ -	\$ 4,732.00	100.00%	7/1/2017	\$ 23,660.00	na	na	\$ 4,732.00
78	Medical Cannabis Product Manufacturing Site Plan Review /Construction Inspection (+ hourly rate after 8 hours)	Ordinance No 6187, SCC, Chpt. 14, Sec 14-6-050	Ordinance	0	21	\$ -	\$ 1,820.00	100.00%	7/1/2017	\$ 38,220.00	na	na	\$ 1,820.00
79	Medical Cannabis Product Manufacturing Site Review (+ hourly rate after 3 hours)	Ordinance No 6187, SCC, Chpt. 14, Sec 14-6-050	Ordinance	0	21	\$ -	\$ 728.00	100.00%	7/1/2017	\$ 15,288.00	na	na	\$ 728.00
80	Medical Waste Permits; Common Storage Facility Permit; Generators 2-10	CHSC, Div 104, Section 117825	Resolution	5	5	\$ 317.00	\$ 352.00	11.04%	7/1/2017	\$ 175.00	7/1/2016	\$ 286.00	\$ 374.00
81	Medical Waste Permits; Large Quantity Medical (Registration Fee); Acute Psychiatric Hospital	CHSC, Div 104, Section 117825	Resolution	0	0	\$ 1,610.00	\$ 1,788.00	11.06%	7/1/2017	\$ -	7/1/2016	\$ 1,453.00	\$ 1,901.00

Reference Number	Fee Description (Short)	Legal Basis for Fee*	Requirement to Adjust Fee (Resolution or Ordinance)	FY 16-17 Units	Anticipated Units, FY 17-18	Current Fee Amount (FY 16-17)	Proposed Fee Amount (FY 17-18)	Change in Fee (%)	Proposed Effective Date	Additional Revenue Expected**	Last Date Fee Changed	Amount Prior to Last Change	Actual Cost of Providing Service
82	Medical Waste Permits; Large Quantity Medical (Registration Fee); Clinics Laboratory	CHSC, Div 104, Section 117825	Resolution	5	5	\$ 684.00	\$ 760.00	11.11%	7/1/2017	\$ 380.00	7/1/2016	\$ 617.00	\$ 808.00
83	Medical Waste Permits; Large Quantity Medical (Registration Fee); Clinics Primary Care	CHSC, Div 104, Section 117825	Resolution	2	2	\$ 931.00	\$ 1,034.00	11.06%	7/1/2017	\$ 206.00	7/1/2016	\$ 840.00	\$ 1,100.00
84	Medical Waste Permits; Large Quantity Medical (Registration Fee); Clinics Specialty	CHSC, Div 104, Section 117825	Resolution	7	7	\$ 931.00	\$ 1,034.00	11.06%	7/1/2017	\$ 721.00	7/1/2016	\$ 840.00	\$ 1,100.00
85	Medical Waste Permits; Large Quantity Medical (Registration Fee); Hospital beds; 100-199 beds	CHSC, Div 104, Section 117825	Resolution	1	1	\$ 2,328.00	\$ 2,585.00	11.04%	7/1/2017	\$ 257.00	7/1/2016	\$ 2,101.00	\$ 2,749.00
86	Medical Waste Permits; Large Quantity Medical (Registration Fee); Hospital beds; 1-99 beds	CHSC, Div 104, Section 117825	Resolution	5	5	\$ 1,625.00	\$ 1,805.00	11.08%	7/1/2017	\$ 900.00	7/1/2016	\$ 1,467.00	\$ 1,919.00
87	Medical Waste Permits; Large Quantity Medical (Registration Fee); Hospital beds; 200-249 beds	CHSC, Div 104, Section 117825	Resolution	0	0	\$ 2,956.00	\$ 3,283.00	11.06%	7/1/2017	\$ -	7/1/2016	\$ 2,668.00	\$ 3,491.00
88	Medical Waste Permits; Large Quantity Medical (Registration Fee); Hospital beds; 250 beds	CHSC, Div 104, Section 117825	Resolution	1	1	\$ 3,782.00	\$ 4,200.00	11.05%	7/1/2017	\$ 418.00	7/1/2016	\$ 2,414.00	\$ 4,467.00
89	Medical Waste Permits; Large Quantity Medical (Registration Fee); Intermediate Care	CHSC, Div 104, Section 117825	Resolution	1	1	\$ 721.00	\$ 801.00	11.10%	7/1/2017	\$ 80.00	7/1/2016	\$ 651.00	\$ 852.00
90	Medical Waste Permits; Large Quantity Medical (Registration Fee); Medical Office	CHSC, Div 104, Section 117825	Resolution	3	3	\$ 592.00	\$ 657.00	10.98%	7/1/2017	\$ 195.00	7/1/2016	\$ 534.00	\$ 699.00
91	Medical Waste Permits; Large Quantity Medical (Registration Fee); Skilled Nursing Facility	CHSC, Div 104, Section 117825	Resolution	0	0	\$ 628.00	\$ 697.00	10.99%	7/1/2017	\$ -	7/1/2016	\$ 567.00	\$ 742.00
92	Medical Waste Permits; Medical research	CHSC, Div 104, Section 117825	Resolution	1	1	\$ 1,574.00	\$ 1,748.00	11.05%	7/1/2017	\$ 174.00	7/1/2016	\$ 1,421.00	\$ 1,859.00
93	Medical Waste Permits; On Site Treatment Facility (Permit); Large Steam Sterilization	CHSC, Div 104, Section 117825	Resolution	5	4	\$ 1,856.00	\$ 2,061.00	11.05%	7/1/2017	\$ 820.00	7/1/2016	\$ 1,675.00	\$ 2,192.00
94	Medical Waste Permits; On Site Treatment Facility (Permit); Small Steam Sterilization	CHSC, Div 104, Section 117825	Resolution	1	1	\$ 617.00	\$ 685.00	11.02%	7/1/2017	\$ 68.00	7/1/2016	\$ 557.00	\$ 729.00
95	Medical Waste Permits; Small Quantity Registration; Small Quantity Registration/File Maintenance New Facility	CHSC, Div 104, Section 117825	Resolution	1	2	\$ 307.00	\$ 341.00	11.07%	7/1/2017	\$ 68.00	7/1/2016	\$ 277.00	\$ 363.00
96	Medical Waste Permits; Small Quantity Registration; Small Quantity Registration/File Maintenance Renewal	CHSC, Div 104, Section 117825	Resolution	685	679	\$ 65.00	\$ 72.00	10.77%	7/1/2017	\$ 4,753.00	7/1/2016	\$ 59.00	\$ 77.00
97	Milk and Dairy; Grade A Application Fee (6 hr min + hourly Rate)	FAC, Div 15, Chpt 4, Art 8, Sec 33251-33265	Resolution	0	0	\$ -	\$ 1,026.00	100.00%	7/1/2017	\$ -	na	na	\$ 1,092.00
118	Milk and Dairy; Hourly Rate	FAC, Div 15, Chpt 4, Art 8, Sec 33251-33265	Resolution	0	30	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ 510.00	na	\$ 139.00	\$ 182.00
119	Milk and Dairy; Manufacturing Milk Dairy Monthly Fee	FAC, Div 15, Chpt 4, Art 8, Sec 33251-33265	Resolution	11	11	\$ 78.00	\$ 78.00	0.00%	7/1/2017	\$ -	10/16/2012	\$ 78.00	\$ 92.00
120	Milk and Dairy; Market Milk Dairy; Marin County Contribution per dairy/month	FAC, Div 15, Chpt 4, Art 8, Sec 33251-33265	Resolution	28	28	\$ 40.30	\$ 40.30	0.00%	7/1/2017	\$ -	10/16/2012	\$ 24.30	\$ 48.00
121	Milk and Dairy; Market Milk Dairy; Market Milk Dairy Monthly Fee	FAC, Div 15, Chpt 4, Art 8, Sec 33251-33265	Resolution	96	96	\$ 176.80	\$ 176.80	0.00%	7/1/2017	\$ -	10/16/2012	\$ 184.80	\$ 209.00
122	Milk and Dairy; Market Milk Dairy; Sonoma County Contribution per dairy/month	FAC, Div 15, Chpt 4, Art 8, Sec 33251-33265	Resolution	65	65	\$ 40.30	\$ 40.30	0.00%	7/1/2017	\$ -	10/16/2012	\$ 24.30	\$ 48.00
123	Milk and Dairy; Milk Re-Sample Fee (+ hourly rate)	FAC, Div 15, Chpt 4, Art 8, Sec 33251-33265	Resolution	8	20	\$ 90.00	\$ 90.00	0.00%	7/1/2017	\$ -	10/16/2012	na	\$ 90.00
124	Milk and Dairy; Ownership Change Fee (2 hr min + hourly rate)	FAC, Div 15, Chpt 4, Art 8, Sec 33251-33265	Resolution	0	0	\$ -	\$ 342.00	100.00%	7/1/2017	\$ -	na	na	\$ 364.00
125	Milk and Dairy; Plan Check - Proposed Changes to Permitted Farm (2 hr min + hourly rate)	FAC, Div 15, Chpt 4, Art 8, Sec 33251-33265	Resolution	0	0	\$ -	\$ 342.00	100.00%	7/1/2017	\$ -	na	na	\$ 364.00
126	Milk and Dairy; Plan Check Fee (6 hrs min + hourly rate)	FAC, Div 15, Chpt 4, Art 8, Sec 33251-33265	Resolution	0	2	\$ -	\$ 1,026.00	100.00%	7/1/2017	\$ 2,052.00	na	na	\$ 1,092.00
127	Milk and Dairy; Producer-Distributor Raw Milk Monthly Fee	FAC, Div 15, Chpt 4, Art 8, Sec 33251-33265	Resolution	0	0	\$ 176.80	\$ 176.80	0.00%	7/1/2017	\$ -	10/16/2012	\$ 184.80	\$ 209.00
128	Milk and Dairy; Re-Score Inspection Fee (+ hourly rate)	FAC, Div 15, Chpt 4, Art 8, Sec 33251-33265	Resolution	10	20	\$ 140.00	\$ 140.00	0.00%	7/1/2017	\$ -	10/16/2012	na	\$ 165.00

Reference Number	Fee Description (Short)	Legal Basis for Fee*	Requirement to Adjust Fee (Resolution or Ordinance)	FY 16-17 Units	Anticipated Units, FY 17-18	Current Fee Amount (FY 16-17)	Proposed Fee Amount (FY 17-18)	Change in Fee (%)	Proposed Effective Date	Additional Revenue Expected**	Last Date Fee Changed	Amount Prior to Last Change	Actual Cost of Providing Service
129	Milk and Dairy; Violation Reinspection fee (+ hourly rate)	FAC, Div 15, Chpt 4, Art 8, Sec 33251-33265	Resolution	15	15	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ 255.00	10/16/2012	na	\$ 182.00
130	Milk and Dairy; Water Re-Sample Fee (+ hourly rate)	FAC, Div 15, Chpt 4, Art 8, Sec 33251-33265	Resolution	15	15	\$ 60.00	\$ 60.00	0.00%	7/1/2017	\$ -	10/16/2012	na	\$ 71.00
131	Other; Hourly rate	SCC, Chapter 14	Resolution	0	0	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ -	7/1/2016	\$ 139.00	\$ 182.00
132	Other; Late Payment Penalty - 25% of invoice balance after 30 days past due; 25% of invoice balance at 60 days past due.	SCC, Chapter 14	Resolution	0	0	\$ -	\$ -	0.00%	7/1/2017	\$ -	7/1/2016	\$ -	\$ -
133	Other; Photocopies	PRC, Title 1, Division 7, Chapter 35, Article 1	Resolution	0	0	\$ 0.10	\$ 0.10	0.00%	7/1/2017	\$ -	7/1/2016	\$ 0.10	\$ -
134	Other; Refunds: If processing of permit as described above not begun by Public Health Officer staff, then all but 25% of fee or \$25, whichever is less, may be refunded unless otherwise provided by law.	SCC, Chapter 14	Resolution	0	0	\$ -	\$ -	0.00%	7/1/2017	\$ -	7/1/2016	\$ -	\$ -
135	Other; Violation reinspection fee applicable to all laws & regulations enforced by Public Health Officer not already noted in specific programs; hourly rate.	SCC, Chapter 14	Resolution	0	0	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ -	7/1/2016	\$ 139.00	\$ 182.00
119	Recreational Health; Hourly Rate	CHSC, Sec. 116025-116068, SCC, Ch.14, Sec. 14-1-030	Resolution	14	10	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ 170.00	7/1/2016	\$ 139.00	\$ 182.00
120	Recreational Health; Plan Checks; New Construction (+ hourly rate after 4 hours)	CHSC, Sec. 116025-116068, SCC, Ch.14, Sec. 14-1-030	Resolution	9	8	\$ 616.00	\$ 684.00	11.04%	7/1/2017	\$ 544.00	7/1/2016	\$ 556.00	\$ 727.00
121	Recreational Health; Plan Checks; Remodel (+ hourly rate after 1 hour)	CHSC, Sec. 116025-116068, SCC, Ch.14, Sec. 14-1-030	Resolution	20	25	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ 425.00	7/1/2016	\$ 139.00	\$ 182.00
122	Recreational Health; Plan Checks; Site Reviews	CHSC, Sec. 116025-116068, SCC, Ch.14, Sec. 14-1-030	Resolution	2	2	\$ 308.00	\$ 342.00	11.04%	7/1/2017	\$ 68.00	7/1/2016	\$ 281.00	\$ 364.00
123	Recreational Health; Public Pools; 1. Public Swimming Pools/Spas	CHSC, Sec. 116025-116068, SCC, Ch.14, Sec. 14-1-030	Resolution	745	742	\$ 462.00	\$ 513.00	11.04%	7/1/2017	\$ 37,842.00	7/1/2016	\$ 559.00	\$ 546.00
124	Recreational Health; Violation Reinspection (+ hourly rate after 1 hour)	CHSC, Sec. 116025-116068, SCC, Ch.14, Sec. 14-1-030	Resolution	14	16	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ 272.00	7/1/2016	\$ 139.00	\$ 182.00
125	Semi-frozen Product; Semi-frozen Product Facility	CHSC, Sec. 116025-116068, SCC, Ch.14, Sec. 14-1-030	Resolution	120	84	\$ 225.00	\$ 250.00	11.11%	7/1/2017	\$ 2,100.00	7/1/2016	\$ 150.00	\$ 266.00
126	Semi-frozen Product; Semi-frozen Product Sampling (per sample)	CHSC, Sec. 116025-116068, SCC, Ch.14, Sec. 14-1-030	Resolution	250	150	\$ 25.00	\$ 28.00	12.00%	7/1/2017	\$ 450.00	7/1/2016	\$ -	\$ 30.00
127	Septage Haulers; Hourly Rate	CHSC, Sec. 116025-116068, SCC, Ch.14, Sec. 14-1-030	Resolution	0	0	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ -	7/1/2016	\$ 139.00	\$ 182.00
128	Septage Haulers; Permit Transfer Fee (per vehicle)	CHSC, Sec. 116025-116068, SCC, Ch.14, Sec. 14-1-030	Resolution	0	0	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ -	7/1/2016	\$ 139.00	\$ 182.00
129	Septage Haulers; Septage Pumper/Chemical Toilet Trucks (per vehicle)	CHSC, Sec. 116025-116068, SCC, Ch.14, Sec. 14-1-030	Resolution	82	82	\$ 422.00	\$ 469.00	11.14%	7/1/2017	\$ 3,854.00	7/1/2016	\$ 381.00	\$ 498.00
130	Septage Haulers; Violation Reinspection (+ hourly rate after 1 hour)	CHSC, Sec. 116025-116068, SCC, Ch.14, Sec. 14-1-030	Resolution	0	0	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ -	7/1/2016	\$ 139.00	\$ 182.00
165	Solid Waste Facilities Permits; LEA Services; Facility Permits; Emergency Transfer Station (+ hourly rate after 8 hours)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	0	0	\$ -	\$ 1,368.00	100.00%	7/1/2017	\$ -	7/1/2016	na	\$ -
166	Solid Waste Facility Permits; Enforcement Services; Legal Proceedings, Admin Hearings: hourly rate	CCR, Title 14, Section 21570 and PRC 44006	Resolution	0	1	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ 17.00	7/1/2016	\$ 139.00	\$ 182.00
167	Solid Waste Facility Permits; Enforcement Services; Notice & Order Preparation (+ hourly rate after 8 hours)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	0	1	\$ 1,229.00	\$ 1,365.00	11.07%	7/1/2017	\$ 136.00	7/1/2016	\$ 1,109.00	\$ 1,451.00
168	Solid Waste Facility Permits; Hourly Rate	CCR, Title 14, Section 21570 and PRC 44006	Resolution	0	25	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ 425.00	7/1/2016	\$ 139.00	\$ 182.00

Reference Number	Fee Description (Short)	Legal Basis for Fee*	Requirement to Adjust Fee (Resolution or Ordinance)	FY 16-17 Units	Anticipated Units, FY 17-18	Current Fee Amount (FY 16-17)	Proposed Fee Amount (FY 17-18)	Change in Fee (%)	Proposed Effective Date	Additional Revenue Expected**	Last Date Fee Changed	Amount Prior to Last Change	Actual Cost of Providing Service
169	Solid Waste Facility Permits; Inspection Services; Biosolids Land Application Facility; Notification - Biosolids Land Application	CCR, Title 14, Section 21570 and PRC 44006	Resolution	5	0	\$ 6,977.00	\$ 7,748.00	11.05%	7/1/2017	\$ -	7/1/2016	\$ 6,297.00	\$ 8,240.00
170	Solid Waste Facility Permits; Inspection Services; Closed Site Monitoring; Closed Site Monitoring (Annual Inspection)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	5	5	\$ 530.00	\$ 589.00	11.13%	7/1/2017	\$ 295.00	7/1/2016	\$ 478.00	\$ 626.00
171	Solid Waste Facility Permits; Inspection Services; Closed Site Monitoring; Closed Site Monitoring (Biannual Inspection)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	1	1	\$ 1,058.00	\$ 1,175.00	11.06%	7/1/2017	\$ 117.00	7/1/2016	\$ 955.00	\$ 1,249.00
172	Solid Waste Facility Permits; Inspection Services; Closed Site Monitoring; Closed Site Monitoring (Monthly Inspection)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	0	0	\$ 6,242.00	\$ 6,932.00	11.05%	7/1/2017	\$ -	7/1/2016	\$ 5,634.00	\$ 7,372.00
173	Solid Waste Facility Permits; Inspection Services; Closed Site Monitoring; Closed Site Monitoring (Quarterly Inspection)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	10	10	\$ 2,116.00	\$ 2,350.00	11.06%	7/1/2017	\$ 2,340.00	7/1/2016	\$ 1,910.00	\$ 2,499.00
174	Solid Waste Facility Permits; Inspection Services; Composting Facility; Composting Facility - Full Solid Waste Facilities Permit	CCR, Title 14, Section 21570 and PRC 44006	Resolution	1	1	\$ 20,771.00	\$ 23,066.00	11.05%	7/1/2017	\$ 2,295.00	7/1/2016	\$ 18,748.00	\$ 24,531.00
175	Solid Waste Facility Permits; Inspection Services; Composting Facility; Composting Facility - Notification (Annual Inspections)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	2	2	\$ 412.00	\$ 458.00	11.17%	7/1/2017	\$ 92.00	7/1/2016	\$ 372.00	\$ 487.00
176	Solid Waste Facility Permits; Inspection Services; Composting Facility; Composting Facility - Notification (Quarterly Inspections)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	5	7	\$ 1,646.00	\$ 1,828.00	11.06%	7/1/2017	\$ 1,274.00	7/1/2016	\$ 1,486.00	\$ 1,944.00
177	Solid Waste Facility Permits; Inspection Services; Composting Facility; Composting Facility - Notification (Semi-Annual Inspections)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	1	1	\$ 824.00	\$ 915.00	11.04%	7/1/2017	\$ 91.00	7/1/2016	\$ 744.00	\$ 973.00
178	Solid Waste Facility Permits; Inspection Services; Composting Facility; Composting Facility - Notification Biosolids (Quarterly Inspections)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	1	1	\$ 8,197.00	\$ 9,103.00	11.05%	7/1/2017	\$ 906.00	7/1/2016	\$ 6,297.00	\$ 9,681.00
179	Solid Waste Facility Permits; Inspection Services; Composting Facility; Composting Facility - Registration (Monthly Inspections)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	0	1	\$ 4,086.00	\$ 4,538.00	11.06%	7/1/2017	\$ 452.00	7/1/2016	\$ 3,688.00	\$ 4,826.00
180	Solid Waste Facility Permits; Inspection Services; Disposal Site; Full Solid Waste Facilities Permit - Disposal Site	CCR, Title 14, Section 21570 and PRC 44006	Resolution	1	1	\$ 42,465.00	\$ 47,157.00	11.05%	7/1/2017	\$ 4,692.00	7/1/2016	\$ 38,329.00	\$ 50,151.00
181	Solid Waste Facility Permits; Inspection Services; Disposal Site; Full Solid Waste Facilities Permit - Drilling Mud (Monthly Inspections)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	1	1	\$ 16,554.00	\$ 18,383.00	11.05%	7/1/2017	\$ 1,829.00	7/1/2016	\$ 14,942.00	\$ 19,550.00
182	Solid Waste Facility Permits; Inspection Services; Disposal Site; Permit Exemption - Quarterly Inspections	CCR, Title 14, Section 21570 and PRC 44006	Resolution	0	0	\$ 2,535.00	\$ 2,815.00	11.05%	7/1/2017	\$ -	7/1/2016	\$ 2,288.00	\$ 2,994.00
183	Solid Waste Facility Permits; Inspection Services; Disposal Site; Permit Exemption-Semi-Annual	CCR, Title 14, Section 21570 and PRC 44006	Resolution	0	0	\$ 2,108.00	\$ 2,341.00	11.05%	7/1/2017	\$ -	7/1/2016	\$ 1,903.00	\$ 2,490.00
184	Solid Waste Facility Permits; Inspection Services; Transfer Stations; Transfer Station - Notification Small/Limited	CCR, Title 14, Section 21570 and PRC 44006	Resolution	1	1	\$ 3,384.00	\$ 3,758.00	11.05%	7/1/2017	\$ 374.00	7/1/2016	\$ 3,054.00	\$ 3,997.00
185	Solid Waste Facility Permits; Inspection Services; Transfer Stations; Transfer Station - Registration Medium	CCR, Title 14, Section 21570 and PRC 44006	Resolution	3	3	\$ 7,549.00	\$ 8,383.00	11.05%	7/1/2017	\$ 2,502.00	7/1/2016	\$ 6,814.00	\$ 8,915.00
186	Solid Waste Facility Permits; Inspection Services; Transfer Stations; Transfer Station-(Full) Lg Volume >than 600tpd	CCR, Title 14, Section 21570 and PRC 44006	Resolution	3	3	\$ 16,554.00	\$ 18,383.00	11.05%	7/1/2017	\$ 5,487.00	7/1/2016	\$ 14,972.00	\$ 19,550.00
187	Solid Waste Facility Permits; Inspection Services; Transfer Stations; Transfer Station-(Full) Lg Volume>100tpd<than 600tpd	CCR, Title 14, Section 21570 and PRC 44006	Resolution	4	4	\$ 9,653.00	\$ 10,720.00	11.05%	7/1/2017	\$ 4,268.00	7/1/2016	\$ 8,713.00	\$ 11,400.00
188	Solid Waste Facility Permits; LEA Services; Facility Permits; CalRecycle Meeting (+ hourly rate after 6 hours)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	0	0	\$ 922.00	\$ 1,024.00	11.06%	7/1/2017	\$ -	7/1/2016	\$ 832.00	\$ 1,089.00
189	Solid Waste Facility Permits; LEA Services; Facility Permits; CEQA Comment & Review (+ hourly rate after 18 hours)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	0	1	\$ 2,765.00	\$ 3,071.00	11.07%	7/1/2017	\$ 306.00	7/1/2016	\$ 2,496.00	\$ 3,265.00
190	Solid Waste Facility Permits; LEA Services; Facility Permits; CEQA Lead Agency (+ hourly rate after 40 hours)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	0	0	\$ 6,144.00	\$ 6,823.00	11.05%	7/1/2017	\$ -	7/1/2016	\$ 5,546.00	\$ 7,256.00
191	Solid Waste Facility Permits; LEA Services; Facility Permits; Closure/Post-closure (+ hourly rate after 32 hours)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	0	1	\$ 4,916.00	\$ 5,459.00	11.05%	7/1/2017	\$ 543.00	7/1/2016	\$ 4,437.00	\$ 5,806.00

Reference Number	Fee Description (Short)	Legal Basis for Fee*	Requirement to Adjust Fee (Resolution or Ordinance)	FY 16-17 Units	Anticipated Units, FY 17-18	Current Fee Amount (FY 16-17)	Proposed Fee Amount (FY 17-18)	Change in Fee (%)	Proposed Effective Date	Additional Revenue Expected**	Last Date Fee Changed	Amount Prior to Last Change	Actual Cost of Providing Service
192	Solid Waste Facility Permits; LEA Services; Facility Permits; Exemption Processing (+ hourly rate after 9 hours)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	0	0	\$ 1,383.00	\$ 1,536.00	11.06%	7/1/2017	\$ -	7/1/2016	\$ 1,248.00	\$ 1,633.00
193	Solid Waste Facility Permits; LEA Services; Facility Permits; Existing Permit Review (+ hourly rate after 18 hours)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	3	3	\$ 2,765.00	\$ 3,071.00	11.07%	7/1/2017	\$ 918.00	7/1/2016	\$ 2,496.00	\$ 3,265.00
160	Solid Waste Facility Permits; LEA Services; Facility Permits; New Facility Application (+ hourly rate after 18 hours)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	2	3	\$ 2,765.00	\$ 3,071.00	11.07%	7/1/2017	\$ 918.00	7/1/2016	\$ 2,496.00	\$ 3,265.00
162	Solid Waste Facility Permits; LEA Services; Facility Permits; Permit Modification/Amendment (+ hourly rate after 8 hours)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	1	3	\$ 1,229.00	\$ 1,365.00	11.07%	7/1/2017	\$ 408.00	7/1/2016	\$ 1,109.00	\$ 1,451.00
163	Solid Waste Facility Permits; LEA Services; Facility Permits; Permit Preparation (+ hourly rate after 20 hours)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	2	1	\$ 3,072.00	\$ 3,411.00	11.04%	7/1/2017	\$ 339.00	7/1/2016	\$ 2,773.00	\$ 3,628.00
164	Solid Waste Facility Permits; LEA Services; Facility Permits; Permit Revision (+ hourly rate after 32 hours)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	1	1	\$ 4,916.00	\$ 5,459.00	11.05%	7/1/2017	\$ 543.00	7/1/2016	\$ 4,437.00	\$ 5,806.00
159	Solid Waste Facility Permits; LEA Services; Facility Registration; Existing Registration Review (+ hourly rate after 8 hours)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	0	0	\$ -	\$ 1,368.00	100.00%	7/1/2017	\$ -	7/1/2016	na	\$ -
161	Solid Waste Facility Permits; LEA Services; Facility Registration; New Registration Application (+ hourly rate after 8 hours)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	0	0	\$ -	\$ 1,368.00	100.00%	7/1/2017	\$ -	na	na	\$ -
160	Solid Waste Facility Permits; Meth. Contamination Prop Oversight/Clearance (hourly rate)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	0	0	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ -	7/1/2016	\$ 139.00	\$ 182.00
161	Solid Waste Facility Permits; Refuse Collection Vehicles; Refuse Collection and Sludge Hauling Vehicles	CCR, Title 14, Section 21570 and PRC 44006	Resolution	250	241	\$ 324.00	\$ 360.00	11.11%	7/1/2017	\$ 8,676.00	7/1/2016	\$ 292.00	\$ 383.00
162	Solid Waste Facility Permits; Violation Reinspection (hourly rate)	CCR, Title 14, Section 21570 and PRC 44006	Resolution	2	4	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ 68.00	7/1/2016	\$ 139.00	\$ 182.00
163	Storm water; Storm Water Permit Boundary - City of Sonoma	SCC, Chapter 11A, Section 11A-8 (g)	Resolution	0	0	\$ 45.00	\$ -	(100.00%)	7/1/2017	\$ -	7/1/2016	\$ 41.00	\$ 53.00
164	Storm water; Storm Water Permit Boundary - North Coast Region	SCC, Chapter 11A, Section 11A-8 (g)	Resolution	126	128	\$ 45.00	\$ 50.00	11.11%	7/1/2017	\$ 640.00	7/1/2016	\$ 41.00	\$ 53.00
165	Storm water; Storm Water Permit Boundary - San Francisco Bay Region	SCC, Chapter 11A, Section 11A-8 (g)	Resolution	68	68	\$ 45.00	\$ 50.00	11.11%	7/1/2017	\$ 340.00	7/1/2016	\$ 41.00	\$ 53.00
166	Storm water; Storm Water Permit Boundary - Santa Rosa City	SCC, Chapter 11A, Section 11A-8 (g)	Resolution	600	601	\$ 45.00	\$ 50.00	11.11%	7/1/2017	\$ 3,005.00	7/1/2016	\$ 41.00	\$ 53.00
167	Water Systems; Hourly Rate	SCC, Chapter 11A, Section 11A-8 (g)	Resolution	3	3	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ 51.00	7/1/2016	\$ 139.00	\$ 182.00
168	Water Systems; State Small Water System Permit	SCC, Chapter 11A, Section 11A-8 (g)	Resolution	62	63	\$ 862.00	\$ 957.00	11.02%	7/1/2017	\$ 5,985.00	7/1/2016	\$ 773.00	\$ 1,018.00
169	Water Systems; Violation Reinspection (+ hourly rate after 1 hour)	SCC, Chapter 11A, Section 11A-8 (g)	Resolution	1	1	\$ 154.00	\$ 171.00	11.04%	7/1/2017	\$ 17.00	7/1/2016	\$ 139.00	\$ 182.00
170	Water Systems; Water Well at Food Facility	SCC, Chapter 11A, Section 11A-8 (g)	Resolution	51	51	\$ 188.00	\$ 209.00	11.17%	7/1/2017	\$ 1,071.00	7/1/2016	na	\$ 222.00

*Please cite all applicable sections.

**Please explain if not equal to the difference between proposed and current fee times the expected volume of fees.

Attachment 3
Department of Health Services
Public Health Division - Public Health Laboratory Fees
May 9, 2017

Public Health Division – Public Health Laboratory Fees

The Public Health Laboratory provides clinical, environmental, and rabies testing. These fee-based testing services aid doctors, hospitals, acute care facilities, environmental health agencies, and Sonoma County Animal Services in diagnosing and performing enforcement duties. The Laboratory also serves a regional role, providing the same services to Mendocino County through a flat-fee contract that is adjusted annually.

Revised fees are requested to recover increased reagent costs that have increased from 2 to 17 percent depending on the reagent and salary and benefit increases. The Department is proposing 5.68 to 22.45 percent increases to Public Health Laboratory fees, with an average proposed increase of 9.79 percent as described below. Public Health Laboratory fees are set at below full-cost recovery amounts and are subsidized with Realignment funding. Providing market-rate, subsidized services to the public and non-government organizations allows the Department to recover a portion of the cost of operating the laboratory by performing tests that meet a public benefit or would otherwise be taken to private labs.

Changes to Existing Public Health Laboratory Fees:

Environmental Laboratory

General Dairy: Per test – Increased reagent and labor costs necessitate a fee increase from \$25.00 to \$29.00, resulting in \$20.00 additional revenue.

Quantitray-Colilert Enterolert – Increased labor costs necessitate a fee increase from \$37.00 to \$39.00, resulting in \$1,520.00 additional revenue.

Shellfish, Oyster Meat – Increased reagent and labor costs necessitate a fee increase from \$64.00 to \$74.00, resulting in \$200.00 additional revenue.

Water Salt/Fresh: MPN 10-15 tubes: Total/E coli – Increased reagent and labor costs necessitate a fee increase from \$55.00 to \$63.00, resulting in \$5,480.00 additional revenue.

Water Total Fecal Coliforms: Presence/Absence – Increased labor costs necessitate a fee increase from \$27.00 to \$29.00, resulting in \$2,500.00 additional revenue.

Microbial Disease Laboratory

Babesia duncani - Babesia microti - Ehrlichia chaffeensis - Anaplasma phagocytophilum - Rickettsia rickettsia - Rickettsia typhi IFA – Increased reagent and labor costs for all of these tick-borne diseases necessitate a fee increase from \$49.00 to \$60.00, resulting in \$7,084.00 additional revenue.

Food Cultures: Per Suspect Pathogen – Increased reagent and labor costs necessitate a fee increase from \$84.00 to \$97.00. Increase will probably not result in additional revenue as the test has not been ordered in 2016.

Gonorrhea NAAT (Nucleic Acid Amplification Test) – Increased reagent and labor costs necessitate a fee increase from \$52.50 to \$60.00, resulting in \$1,950.00 additional revenue.

Attachment 3
Department of Health Services
Public Health Division - Public Health Laboratory Fees
May 9, 2017

Lyme Disease Western blot IgG or IgM – Increased reagent and labor costs necessitate a fee increase from \$92.00 to \$100.00, resulting in \$512.00 additional revenue.

Lyme Disease Serology – Increased reagent and labor costs necessitate a fee increase from \$61.50 to \$71.00, resulting in \$152.00 additional revenue.

Microbiologist Hourly Rate – Increased labor costs necessitate a fee increase from \$75.00 to \$80.00, resulting in \$170.00 additional revenue.

Mycology Culture – Increased reagent and labor costs necessitate a fee increase from \$17.00 to \$20.00, resulting in \$966.00 additional revenue.

Mycology Identification – Increased reagent and labor costs necessitate a fee increase from \$21.00 to \$250.00, resulting in \$20.00 additional revenue.

Routine Bacterial Identification – Increased reagent and labor costs necessitate a fee increase from \$31.00 to \$36.00, resulting in \$100.00 additional revenue.

Enteric Culture – Eliminate test. Combine with Routine Bacterial Identification.

Enteric Serotyping – Eliminate test. Combine with Routine Bacterial Identification.

Tick: Lyme Disease Serology – Increased labor costs necessitate a fee increase from \$31.00 to \$33.00, resulting in \$2,800.00 additional revenue.

Tuberculosis- Culture – Increased reagent and labor costs necessitate a fee increase from \$48.50 to \$60.00, resulting in \$8,337.50 additional revenue.

Tuberculosis-Concentration – Eliminate Test. Combine with Tuberculosis Culture.

Tuberculosis- Smear – Eliminate Test. Combine with Tuberculosis Culture.

Tuberculosis - Nucleic Acid Probe – Increased reagent and labor costs necessitate a fee increase from \$84.00 to \$90.00, resulting in \$90.00 additional revenue.

Tuberculosis - Sensitivities (4 drug) – Increased reagent and labor costs necessitate a fee increase from \$80.00 to \$92.00, resulting in \$96.00 additional revenue.

Tuberculosis - Sensitivities (PZA) – Eliminate Test. Combine with Sensitivities (4 drug).

Syphilis (VDRL) – Increased labor costs necessitate a fee increase from \$9.00 to \$10.00, resulting in \$5.00 additional revenue.

Molecular Laboratory

Pertussis (whooping cough) RT-PCR – Molecular chemistry supplies/materials, reagents, and labor cost increases necessitate a fee increase from \$65.00 to \$75.00, resulting in \$480.00 additional revenue.

Influenza RT-PCR – Molecular chemistry supplies/materials, reagents, and labor cost increases necessitate a fee increase from \$65.00 to \$75.00, resulting in \$7,450.00 additional revenue.

Attachment 3
Department of Health Services
Public Health Division - Public Health Laboratory Fees
May 9, 2017

General Molecular RT-PCR – Increased reagent and labor costs necessitate a fee increase from \$84.00 to \$90.00, resulting in \$600.00 additional revenue.

Mycrobacteria Tuberculosis RT-PCR – Increased reagent and labor costs necessitate a fee increase from \$75.00 to \$86.00, resulting in \$484.00 additional revenue.

Norovirus RT-PCR – Molecular chemistry supplies/materials, reagents, and labor cost increases necessitate a fee increase from \$65.00 to \$75.00, resulting in \$580.00 additional revenue.

Virus Laboratory

Chlamydia NAAT (Nucleic Acid Amplification Test) – Increased reagent and labor costs necessitate a fee increase from \$52.50 to \$60.00, resulting in \$1,950.00 additional revenue.

Rabies Testing - Fee for non-regional partners – Increased reagent and labor costs necessitate a fee increase from \$139.50 to \$153.00, resulting in \$135.00 additional revenue.

R-Mix Respiratory Virus RT-PCR – Increased labor costs necessitate a fee increase from \$271.00 to \$287.00, resulting in \$480.00 additional revenue.

Viral Testing (SF-PHL) Additional studies, FA – Eliminate test, no longer performed.

Viral Testing (SF-PHL) Additional studies, FA; Handling – Eliminate test, no longer performed.

Viral Testing (SF-PHL) Additional studies, FA; Serology (Viral Testing) AB detection – Eliminate test, no longer performed.

Virus Culture non-Herpes; Flu and other respiratory viruses – Eliminate test, no longer performed.

West Nile Virus Serology – Eliminate test, no longer performed.

The overall increase in revenue for FY 17-18 Public Health Laboratory services is estimated at \$44,161.50.

Productivity, Efficiency and Customer Service Improvement Plan for Public Health Laboratory

- Complete an electronic laboratory report connection with regional hospital partners by executing a contract with Redwood Med-Net, a federally licensed Health Information Exchange, to drive laboratory results directly into patient files.
- Implement a point of sale (POS) computer cash register system to replace the manual cash register and hand-written receipts.

Summary of Expected Results

- The Public Health Laboratory will be linked electronically to hospital partners to provide health test information in a timely and reliable manner.
- The POS system will modernize revenue receipt processing and provide the capacity to easily generate reports to inform management decisions.

Attachment 3
Department of Health Services
Public Health Division - Public Health Laboratory Fees
May 9, 2017

Summary of Results of Prior Year Plan

- Completed implementation of the California Reportable Disease Information Exchange (CalREDIE), a web-based disease reporting and surveillance application with the state Department of Public Health.
- Secured federal grant money to purchase and implement GeneXpert, the on-demand testing system for influenza, norovirus, chlamydia and gonorrhea.

Reference Number	Fee Description (Short)	Legal Basis for Fee*	Requirement to Adjust Fee (Resolution or Ordinance)	FY 16-17 Units	Anticipated Units, FY 17-18	Current Fee Amount (FY 16-17)	Proposed Fee Amount (FY 17-18)	Change in Fee (%)	Proposed Effective Date	Additional Revenue Expected**	Last Date Fee Changed	Amount Prior to Last Change	Actual Cost of Providing Service
1	Environmental Laboratory; Environmental Chemistry	HSC 101325	Resolution	500	500	\$ 32.00	\$ 32.00	0.00%	7/1/2017	\$ -	7/1/2015	\$ 30.00	\$ 59.00
2	Environmental Laboratory; General Dairy Testing	HSC 101325	Resolution	100	5	\$ 25.00	\$ 29.00	16.00%	7/1/2017	\$ 20.00	7/1/2015	\$ -	\$ 191.00
3	Environmental Laboratory; Quantitray-Collert-Enterolert	HSC 101325	Resolution	800	760	\$ 37.00	\$ 39.00	5.41%	7/1/2017	\$ 1,520.00	7/1/2015	\$ 35.00	\$ 93.00
4	Environmental Laboratory; Shellfish, Oyster Meat	HSC 101325	Resolution	30	20	\$ 64.00	\$ 74.00	15.63%	7/1/2017	\$ 200.00	7/1/2015	\$ 60.00	\$ 128.00
5	Environmental Laboratory; Water Salt/Fresh: MPN 10-15 tubes:Total/E coli	HSC 101325	Resolution	450	685	\$ 55.00	\$ 63.00	14.55%	7/1/2017	\$ 5,480.00	7/1/2015	\$ 52.00	\$ 117.00
6	Environmental Laboratory; Water: Total/fecal coliforms. Presence/Absence	HSC 101325	Resolution	3,000	1,250	\$ 27.00	\$ 29.00	7.41%	7/1/2017	\$ 2,500.00	7/1/2015	\$ 25.00	\$ 83.00
7	Microbial Disease Laboratory; Babesia WA-1 serol./microti-serology	HSC 101325	Resolution	250	350	\$ 49.00	\$ 60.00	22.45%	7/1/2017	\$ 3,850.00	7/1/2016	\$ 48.00	\$ 114.00
8	Microbial Disease Laboratory; Ehrlichia chafeensis serology	HSC 101325	Resolution	75	100	\$ 49.00	\$ 60.00	22.45%	7/1/2017	\$ 1,100.00	7/1/2016	\$ 48.00	\$ 87.00
9	Microbial Disease Laboratory; Ehrlichia HGE serology	HSC 101325	Resolution	75	100	\$ 49.00	\$ 60.00	22.45%	7/1/2017	\$ 1,100.00	7/1/2016	\$ 48.00	\$ 87.00
10	Microbial Disease Laboratory; Food Cultures: Per suspect pathogen	HSC 101325	Resolution	0	0	\$ 84.00	\$ 97.00	15.48%	7/1/2017	\$ -	7/1/2015	\$ 79.00	\$ 124.00
11	Microbial Disease Laboratory; Gonorrhea - NAAT	HSC 101325	Resolution	250	260	\$ 52.50	\$ 60.00	14.29%	7/1/2017	\$ 1,950.00	7/1/2015	\$ 49.50	\$ 87.00
12	Microbial Disease Laboratory; Lyme Disease: Western Blot IgM or IgG	HSC 101325	Resolution	100	64	\$ 92.00	\$ 100.00	8.70%	7/1/2017	\$ 512.00	7/1/2016	\$ 90.00	\$ 235.00
13	Microbial Disease Laboratory; Lyme Disease: serology	HSC 101325	Resolution	150	16	\$ 61.50	\$ 71.00	15.45%	7/1/2017	\$ 152.00	7/1/2016	\$ 57.00	\$ 125.00
14	Microbial Disease Laboratory; Microbiologist Hourly Rate	HSC 101325	Resolution	34	34	\$ 75.00	\$ 80.00	6.67%	7/1/2017	\$ 170.00	7/1/2015	\$ -	\$ 107.00
15	Microbial Disease Laboratory; Mycology: Culture	HSC 101325	Resolution	500	322	\$ 17.00	\$ 20.00	17.65%	7/1/2017	\$ 966.00	7/1/2016	\$ 16.00	\$ 101.00
16	Microbial Disease Laboratory; Mycology: I.D.	HSC 101325	Resolution	250	5	\$ 21.00	\$ 25.00	19.05%	7/1/2017	\$ 20.00	7/1/2016	\$ 20.00	\$ 52.00
17	Microbial Disease Laboratory; Reportable Disease	HSC 101325	Resolution	25	25	\$ 166.00	\$ 166.00	0.00%	7/1/2017	\$ -	7/1/2015	\$ 156.00	\$ 220.00
18	Microbial Disease Laboratory; Rickettsia rickettsia	HSC 101325	Resolution	10	47	\$ 49.00	\$ 60.00	22.45%	7/1/2017	\$ 517.00	7/1/2016	\$ 48.00	\$ 87.00
19	Microbial Disease Laboratory; Rickettsia typhus	HSC 101325	Resolution	10	47	\$ 49.00	\$ 60.00	22.45%	7/1/2017	\$ 517.00	7/1/2016	\$ 48.00	\$ 87.00
20	Microbial Disease Laboratory; Routine Bacterial Culture or Ci	HSC 101325	Resolution	30	20	\$ 31.00	\$ 36.00	16.13%	7/1/2017	\$ 100.00	7/1/2016	\$ 30.00	\$ 90.00
21	Microbial Disease Laboratory; Enteric culture (Eliminate - Include in Routine Bacterial fee)	HSC 101325	Resolution	15	0	\$ 22.00					7/1/2015	\$ 19.00	
22	Microbial Disease Laboratory; Enteric serotyping (Eliminate - Include in Routine Bacterial fee)	HSC 101325	Resolution	15	0	\$ 20.00					7/1/2015	\$ 19.00	
23	Microbial Disease Laboratory; Tick: for Lyme Disease serology	HSC 101325	Resolution	1,400	1,400	\$ 31.00	\$ 33.00	6.45%	7/1/2017	\$ 2,800.00	7/1/2015	\$ 29.00	\$ 114.00
24	Microbial Disease Laboratory; Ticks: bulk testing per 100 ticks	HSC 101325	Resolution	0	0	\$ 894.00	\$ 894.00	0.00%	7/1/2017	\$ -	7/1/2015	\$ 840.00	\$ 975.00
25	Microbial Disease Laboratory; TPPA (FTA Treponema)	HSC 101325	Resolution	10	10	\$ 33.50	\$ 33.50	0.00%	7/1/2017	\$ -	7/1/2015	\$ 31.50	\$ 87.50
26	Microbial Disease Laboratory; Tuberculosis; Culture: Migit960/solid media	HSC 101325	Resolution	1,000	725	\$ 48.50	\$ 60.00	23.71%	7/1/2017	\$ 8,337.50	7/1/2016	\$ 20.00	\$ 222.00
27	Microbial Disease Laboratory; Tuberculosis; AFB Smear Only (Eliminate - Include in TB Culture)	HSC 101325	Resolution	1,000	0	\$ 14.00					7/1/2016	\$ 13.00	
28	Microbial Disease Laboratory; Tuberculosis; Sputum Concentration (Eliminate - Include in TB Culture)	HSC 101325	Resolution	1,000	0	\$ 14.00					7/1/2016	\$ 13.00	
29	Microbial Disease Laboratory; Tuberculosis; Nucleic Acid Probe: each	HSC 101325	Resolution	30	15	\$ 84.00	\$ 90.00	7.14%	7/1/2017	\$ 90.00	7/1/2015	\$ 79.00	\$ 144.00
30	Microbial Disease Laboratory; Tuberculosis; Sensitivities: 4 Drugs	HSC 101325	Resolution	10	8	\$ 80.00	\$ 92.00	15.00%	7/1/2017	\$ 96.00	7/1/2015	\$ 75.00	\$ 200.00

Reference Number	Fee Description (Short)	Legal Basis for Fee*	Requirement to Adjust Fee (Resolution or Ordinance)	FY 16-17 Units	Anticipated Units, FY 17-18	Current Fee Amount (FY 16-17)	Proposed Fee Amount (FY 17-18)	Change in Fee (%)	Proposed Effective Date	Additional Revenue Expected**	Last Date Fee Changed	Amount Prior to Last Change	Actual Cost of Providing Service
31	Microbial Disease Laboratory; Tuberculosis; Sensitivity: PZA (Eliminate - Include in Sensitivities: 4 Drugs)	HSC 101325	Resolution	10	0	\$ 60.00					7/1/2015	\$ 55.00	
32	Microbial Disease Laboratory; VDRL	HSC 101325	Resolution	10	5	\$ 9.00	\$ 10.00	11.11%	7/1/2017	\$ 5.00	7/1/2015	\$ 8.50	\$ 37.00
33	Molecular Biology Lab; Real Time PCR Chain Reaction tests for: Bordetella pertussis	HSC 101325	Resolution	400	48	\$ 65.00	\$ 75.00	15.38%	7/1/2017	\$ 480.00	7/1/2016	\$ 63.00	\$ 129.00
34	Molecular Biology Lab; Real Time PCR Chain Reaction tests for: Flu	HSC 101325	Resolution	400	745	\$ 65.00	\$ 75.00	15.38%	7/1/2017	\$ 7,450.00	7/1/2016	\$ 63.00	\$ 156.00
35	Molecular Biology Lab; Real Time PCR Chain Reaction tests for: General RT-PCR	HSC 101325	Resolution	20	100	\$ 84.00	\$ 90.00	7.14%	7/1/2017	\$ 600.00	7/1/2015	\$ 79.00	\$ 144.00
36	Molecular Biology Lab; Real Time PCR Chain Reaction tests for: Mycobacteria tuberculosis	HSC 101325	Resolution	25	44	\$ 75.00	\$ 86.00	14.67%	7/1/2017	\$ 484.00	7/1/2016	\$ 73.00	\$ 140.00
37	Molecular Biology Lab; Real Time PCR Chain Reaction tests for: Noro Virus	HSC 101325	Resolution	50	58	\$ 65.00	\$ 75.00	15.38%	7/1/2017	\$ 580.00	7/1/2016	\$ 63.00	\$ 129.00
38	Virus Laboratory; Chlamydia NAAT	HSC 101325	Resolution	1,000	260	\$ 52.50	\$ 60.00	14.29%	7/1/2017	\$ 1,950.00	7/1/2015	\$ 49.50	\$ 87.00
39	Virus Laboratory; Direct or Indirect FA or Darkfield	HSC 101325	Resolution	0	0	\$ 20.00	\$ 20.00	0.00%	7/1/2017	\$ -	7/1/2015	\$ 19.00	\$ 47.00
40	Virus Laboratory; Rabies Test	HSC 101325	Resolution	200	10	\$ 139.50	\$ 153.00	9.68%	7/1/2017	\$ 135.00	7/1/2015	\$ 131.50	\$ 180.00
41	Virus Laboratory; R-Mix Respiratory Virus x 8	HSC 101325	Resolution	50	30	\$ 271.00	\$ 287.00	5.90%	7/1/2017	\$ 480.00	7/1/2015	\$ 255.00	\$ 611.00
42	Virus Laboratory; Viral Testing (SF-PHL) Add'l studies, eg. FA (Eliminate)	HSC 101325	Resolution	0	0	\$ 33.50					7/1/2015	\$ 31.50	
43	Virus Laboratory; Viral Testing (SF-PHL) Add'l studies, eg. FA; Handling (Eliminate)	HSC 101325	Resolution	24	0	\$ 25.00					7/1/2016	\$ 21.00	
44	Virus Laboratory; Viral Testing (SF-PHL) Add'l studies, eg. FA; Serology (Viral Testing) AB detection (Eliminate)	HSC 101325	Resolution	0	0	\$ 40.00					7/1/2015	\$ 38.00	
45	Virus Laboratory; Virus Culture non Herpes; Flu and other respiratory viruses (Eliminate)	HSC 101325	Resolution	0	0	\$ 36.00					7/1/2015	\$ 34.00	
46	Virus Laboratory; West Nile Virus serology (Eliminate - Test no longer performed)	HSC 101325	Resolution	30	0	\$ 36.00					7/1/2015	\$ 34.00	

*Please cite all applicable sections.

**Please explain if not equal to the difference between proposed and current fee times the expected volume of fees.

Attachment 4
Department of Health Services
Public Health Division - Sonoma County Animal Services Fees
May 9, 2017

Public Health Division - Sonoma County Animal Services Fees

Sonoma County Animal Services (Animal Services) provides sheltering and field services to areas within their jurisdiction, including unincorporated areas of the County, the City of Santa Rosa, and the town of Windsor. Animal Services is also responsible for rabies control for the entire County. The SCAS service area is comprised of approximately 1,575 square miles with nearly 500,000 residents and includes an animal shelter that serves nearly 3,300 animals annually. DHS is proposing fee revisions for animal impounds, vaccinations, licenses, and boarding fees.

The proposed SCAS fees recover increased costs associated with services delivery, including costs charged to the Department by general government and those associated with salary and benefits. Revised fees are requested to recover, to the extent possible and advisable, a 3 percent salary and benefits increase in March 2016, and another 3 percent increase in March 2017, an overall 6.09 percent increase since Animal Services fees were last revised effective July 1, 2015.

The Department is proposing 3.64 to 5.60 percent increases to the Animal Services fees as described below. Percentage increases are as close as possible to 6.09 percent, while focusing on Animal Services objectives and customer service priorities.

Changes to Existing Animal Services Fees:

Animal Impound and Board Fees

Animals are impounded at the animal shelter for a number reasons. Strays whose owners cannot be determined by animal control staff in the field by an identification tag or microchip are brought to the shelter for safe-keeping. Animal control officers responding to law enforcement requests for assistance may impound animals in the possession of owners being taken into custody. Members of the public often capture and transport strays to the animal shelter. Owners may surrender their animals when they are no longer able to care for their pets, or the death of an owner may force the animal into the care of the shelter. Animals that have bitten may be impounded at the shelter and quarantined to determine if the animal has rabies.

Costs of impoundment may include, but are not limited to, intake administration, veterinary examination and treatment, vaccinations, flea treatment, and preparation of a clean, warm kennel to house the animal. Costs of board include feeding, kennel cleaning, and ongoing veterinary care as needed.

Impound - Cat Altered – The fee increase from \$20.00 to \$21.00 will result in \$50.00 in additional revenue and 14.7 percent cost recovery.

Impound - Cat Unaltered – The fee increase from \$25.00 to \$26.00 will result in \$6.00 in additional revenue and 18.2 percent cost recovery.

Impound - Dog First Impound - Licensed – The fee increase from \$60.00 to \$63.00 will result in \$564.00 in additional revenue and 44.0 percent cost recovery.

Attachment 4
Department of Health Services
Public Health Division - Sonoma County Animal Services Fees
May 9, 2017

Impound - Dog First Impound – Not Licensed – The fee increase from \$75.00 to \$79.00 will result in \$1,668.00 in additional revenue and 55.2 percent cost recovery.

Impound - Dog Second Impound - Licensed – The fee increase from \$125.00 to \$132.00 will result in \$406.00 in additional revenue and 92.3 percent cost recovery.

Impound - Large Livestock – The fee increase from \$55.00 to \$57.00 will result in \$12.00 in additional revenue and 39.8 percent cost recovery.

Impound - Small Livestock – The fee increase from \$25.00 to \$26.00 will result in \$7.00 in additional revenue and 18.2 percent cost recovery.

Impound – Rabies Quarantine – The fee increase from \$91.00 to \$96.00 will result in \$180.00 in additional revenue and 67.1 percent cost recovery.

Board Per Day - Dog – The fee increase from \$20.00 to \$21.00 will result in \$444.00 in additional revenue and 58.8 percent cost recovery.

Board Per Day - Cat – The fee increase from \$20.00 to \$21.00 will result in \$41.00 in additional revenue and 58.8 percent cost recovery.

Board Per Day - Livestock – The fee increase from \$20.00 to \$21.00 will result in \$7.00 in additional revenue and 58.8 percent cost recovery.

Board Per Day - Livestock – The fee increase from \$20.00 to \$21.00 will result in \$7.00 in additional revenue and 58.8 percent cost recovery.

Board Per Day - Rabies Quarantine – The fee increase from \$25.00 to \$26.00 will result in \$34.00 in additional revenue and 72.8 percent cost recovery.

Dog License Fees

California Health and Safety Code Section 121690 states that every dog owner, after the dog reaches the age of four months, shall have it vaccinated for rabies and shall secure a license for the dog as provided by ordinance of the responsible city or county. Sonoma County Code Chapter 5 requires a dog owner to apply for a dog license within thirty (30) days after the dog is vaccinated for rabies. Dog licensing is an integral component of the Sonoma County Animal Services rabies prevention strategy as licensing data is used to report compliance with state rabies vaccination requirements.

License - Dog Altered – The fee increase from \$25.00 to \$26.00 will result in \$18,537.00 in additional revenue and 70.6 percent cost recovery. The requested increase recovers 4.0 percent of the 6.09 percent salary and benefits cost increase while maintaining a cost structure consistent with comparable counties.

License - Dog Altered - Senior Citizen – The fee increase from \$12.50 to \$13.00 will result in \$2,748.00 in additional revenue and 35.3 percent cost recovery. The requested increase recovers 4.0 percent of the 6.09 percent salary and benefits cost increase while maintaining the 50 percent senior citizen discount structure.

Attachment 4
Department of Health Services
Public Health Division - Sonoma County Animal Services Fees
May 9, 2017

Kennel/Pet Shop License Fees

Kennel License - Commercial Kennel – The fee increase from \$185.00 to \$195.00 will result in \$310.00 in additional revenue. The requested increase recovers 5.41 percent of the 6.09 percent salary and benefits cost increase.

Kennel License - Hobby Kennel – The fee increase from \$185.00 to \$195.00 will result in \$10.00 in additional revenue. The requested increase recovers 5.41 percent of the 6.09 percent salary and benefits cost increase.

Kennel License - Pet Fancier Cat Altered – The fee increase from \$19.00 to \$20.00 will result in no additional revenue. The requested increase recovers 5.26 percent of the 6.09 percent salary and benefits cost increase.

Kennel License - Pet Fancier Cat Unaltered – The fee increase from \$38.00 to \$40.00 will result in \$1.00 in additional revenue. The requested increase recovers 5.26 percent of the 6.09 percent salary and benefits cost increase.

Kennel License - Pet Fancier Dog Altered – The fee increase from \$38.00 to \$40.00 will result in \$34 in additional revenue. The requested increase recovers 5.26 percent of the 6.09 percent salary and benefits cost increase.

Kennel License - Pet Fancier Dog Unaltered – The fee increase from \$77.00 to \$81.00 will result in \$100.00 in additional revenue. The requested increase recovers 5.19 percent of the 6.09 percent salary and benefits cost increase.

Kennel License - Pet Shop – The fee increase from \$185.00 to \$195.00 will result in \$10.00 in additional revenue. The requested increase recovers 5.41 percent of the 6.09 percent salary and benefits cost increase.

Other Fees

Animal Rendering Service – The fee increase from \$66.00 to \$69.00 will result in \$624.00 in additional revenue and 95.8 percent cost recovery.

Vicious Dog Registration – The fee increase from \$328.00 to \$345.00 will result in \$391.00 in additional revenue. The requested increase recovers 5.18 percent of the 6.09 percent salary and benefits cost increase.

Potentially Dangerous Dog Registration – The fee increase from \$131.00 to \$138.00 will result in \$672.00 in additional revenue. The requested increase recovers 5.34 percent of the 6.09 percent salary and benefits cost increase.

Rabies Quarantine - Home – The fee increase from \$65.00 to \$68.00 will result in \$624.00 in additional revenue. The requested increase recovers 4.62 percent of the 6.09 percent salary and benefits cost increase.

The overall increase in revenue for FY 17-18 Animal Services is estimated at \$27,480, mainly from dog license fees.

Attachment 4
Department of Health Services
Public Health Division - Sonoma County Animal Services Fees
May 9, 2017

Productivity, Efficiency and Customer Service Improvement Plan for Animal Services

- Engage the community through social media with the goals of raising awareness of rabies vaccination and dog licensing laws, expanding the network of invaluable volunteers, and providing a wide-reaching platform to communicate quickly when necessary for the health and safety of pets and their owners.
- Improve licensing compliance by collaborating with veterinarians to increase State mandated rabies vaccination data reporting.
- Continue to strengthen the partnership with community veterinarians to provide low-cost spay and neuter services for pets in Sonoma County.

Summary of Expected Results

- The number of dog licenses issued will be increased by 10-15 percent.
- Increased number of volunteers that participate in community engagement outreach events, fundraising efforts, and training, enrichment, and socialization activities for animals in the shelter.
- Increased number of veterinarians that partner with Animal Services to provide low-cost spay/neuter surgeries.

Summary of Results of Prior Year Plan

- Laptop computers that provide field officers with easily accessible identification information, free microchips and identification tags upon reclaim of impounded pets, and the hardship fee reduction program have resulted in an increase of 17 percent in the number of animals returned to owners.
- Engaging local veterinarians has improved rabies vaccination reporting, resulting in a 6.1 percent increase in licenses sold between calendar years 2014 and 2016.
- Animal Services continues to work with a contract behaviorist to assist animals requiring behavioral training to become adoptable, and with local partners to provide socialization that aids in preparing animals for adoption.

Reference Number	Fee Description (Short)	Legal Basis for Fee*	Requirement to Adjust Fee (Resolution or Ordinance)	FY 16-17 Units	Anticipated Units, FY 17-18	Current Fee Amount (FY 16-17)	Proposed Fee Amount (FY 17-18)	Change in Fee (%)	Proposed Effective Date	Additional Revenue Expected**	Last Date Fee Changed	Amount Prior to Last Change	Actual Cost of Providing Service
1	Animal Rendering Services; Large Animal Rendering Fee	Sonoma County Code Sec. 5-4	Resolution	208	208	\$ 66.00	\$ 69.00	4.55%	7/1/2017	\$ 624.00	7/1/2015	\$ 60.00	\$ 72.00
2	Board Fees; Board Per Day - Dog	Food & Ag § 31251 Sonoma County Code Sec. 5-4	Resolution	444	444	\$ 20.00	\$ 21.00	5.00%	7/1/2017	\$ 444.00	9/1/2015	\$ 18.00	\$ 35.71
3	Board Fees; Board Per Day/Cat	Food & Ag § 31251 Sonoma County Code Sec. 5-4	Resolution	41	41	\$ 20.00	\$ 21.00	5.00%	7/1/2017	\$ 41.00	9/1/2015	\$ 18.00	\$ 35.71
4	Board Fees; Livestock Board Per Day/Head	Ca. Penal Code 597.1(a)(1) Sonoma County Code Sec. 5-4	Resolution	7	7	\$ 20.00	\$ 21.00	5.00%	7/1/2017	\$ 7.00	9/1/2015	\$ 18.00	\$ 35.71
5	Impound Fees; Cat Impound Altered	Ca. Penal Code 597.1(a)(1) Sonoma County Code Sec. 5-4	Resolution	50	50	\$ 20.00	\$ 21.00	5.00%	7/1/2017	\$ 50.00	9/1/2015	\$ 18.00	\$ 143.04
6	Impound Fees; Cat Impound Unaltered	Ca. Penal Code 597.1(a)(1) Sonoma County Code Sec. 5-4	Resolution	6	6	\$ 25.00	\$ 26.00	4.00%	7/1/2017	\$ 6.00	9/1/2015	\$ 23.00	\$ 143.04
7	Impound Fees; Dog First Impound - Licensed	Food & Ag § 31251 Sonoma County Code Sec. 5-4	Resolution	188	188	\$ 60.00	\$ 63.00	5.00%	7/1/2017	\$ 564.00	9/1/2015	\$ 58.00	\$ 143.04
8	Impound Fees; Dog First Impound-Not Licensed	Food & Ag § 31251 Sonoma County Code Sec. 5-4	Resolution	417	417	\$ 75.00	\$ 79.00	5.33%	7/1/2017	\$ 1,668.00	9/1/2015	\$ 71.00	\$ 143.04
9	Impound Fees; Dog Second Impound- licensed	Food & Ag § 31251 Sonoma County Code Sec. 5-4	Resolution	58	58	\$ 125.00	\$ 132.00	5.60%	7/1/2017	\$ 406.00	9/1/2015	\$ 119.00	\$ 143.04
10	Impound Fees; Impound - Large Livestock (300 pounds or more)	Ca. Penal Code 597.1(a)(1) Sonoma County Code Sec. 5-4	Resolution	6	6	\$ 55.00	\$ 57.00	3.64%	7/1/2017	\$ 12.00	9/1/2015	\$ 53.00	\$ 143.04
11	Impound Fees; Small Livestock - Under 300 Pounds	Ca. Penal Code 597.1(a)(1) Sonoma County Code Sec. 5-4	Resolution	7	7	\$ 25.00	\$ 26.00	4.00%	7/1/2017	\$ 7.00	9/1/2015	\$ 23.00	\$ 143.04
12	Kennel/Pet Shop License; Commercial Kennel	Sonoma County Code § 5-71 and 5-4	Resolution	31	31	\$ 185.00	\$ 195.00	5.41%	7/1/2017	\$ 310.00	7/1/2015	\$ 168.00	
13	Kennel/Pet Shop License; Hobby Kennel	Sonoma County Code § 5-71 and 5-4	Resolution	1	1	\$ 185.00	\$ 195.00	5.41%	7/1/2017	\$ 10.00	7/1/2015	\$ 168.00	
14	Kennel/Pet Shop License; Pet Fancier Kennel (Cat); Altered+ Optional Cat License	Sonoma County Code § 5-71 and 5-4	Resolution	1	1	\$ 19.00	\$ 20.00	5.26%	7/1/2017	\$ 1.00	7/1/2015	\$ 17.25	
15	Kennel/Pet Shop License; Pet Fancier Kennel (Cat); Unaltered+Optional Cat License	Sonoma County Code § 5-71 and 5-4	Resolution	0	0	\$ 38.00	\$ 40.00	5.26%	7/1/2017	\$ -	7/1/2015	\$ 35.00	
16	Kennel/Pet Shop License; Pet Fancier Kennel (Dog); Altered+Mandatory Individual Dog License	Sonoma County Code § 5-71 and 5-4	Resolution	17	17	\$ 38.00	\$ 40.00	5.26%	7/1/2017	\$ 34.00	7/1/2015	\$ 35.00	
17	Kennel/Pet Shop License; Pet Fancier Kennel (Dog); Unaltered+Mandatory Individual Dog License	Sonoma County Code § 5-71 and 5-4	Resolution	25	25	\$ 77.00	\$ 81.00	5.19%	7/1/2017	\$ 100.00	7/1/2015	\$ 70.00	
18	Kennel/Pet Shop License; Pet Shop	Sonoma County Code § 5-71 and 5-4	Resolution	1	1	\$ 185.00	\$ 195.00	5.41%	7/1/2017	\$ 10.00	7/1/2015	\$ 168.00	
19	License Fees; Cat - Altered	Sonoma County Code Sec. 5-4	Resolution	274	274	\$ 6.50	\$ 6.50	0.00%	7/1/2017	\$ -	7/1/2015	\$ 5.75	
20	License Fees; Cat - Unaltered	Sonoma County Code Sec. 5-4	Resolution	1	1	\$ 13.00	\$ 13.00	0.00%	7/1/2017	\$ -	7/1/2015	\$ 11.00	
21	License Fees; Dog - Altered	HSC § 121575 - 121710 Sonoma County Code § 5-4 and 5-43	Resolution	18,537	18,537	\$ 25.00	\$ 26.00	4.00%	7/1/2017	\$ 18,537.00	7/1/2013	\$ 19.50	\$ 36.84

Reference Number	Fee Description (Short)	Legal Basis for Fee*	Requirement to Adjust Fee (Resolution or Ordinance)	FY 16-17 Units	Anticipated Units, FY 17-18	Current Fee Amount (FY 16-17)	Proposed Fee Amount (FY 17-18)	Change in Fee (%)	Proposed Effective Date	Additional Revenue Expected**	Last Date Fee Changed	Amount Prior to Last Change	Actual Cost of Providing Service
22	License Fees; Dog - Altered - Senior Citizen	HSC § 121575 - 121710 Sonoma County Code § 5-4 and 5-43	Resolution	5,497	5,497	\$ 12.50	\$ 13.00	4.00%	7/1/2017	\$ 2,748.50	7/1/2013	\$ 9.25	\$ 36.84
23	License Fees; Dog - Unaltered	HSC § 121575 - 121710 Sonoma County Code § 5-4 and 5-43	Resolution	2,929	2,929	\$ 100.00	\$ 100.00	0.00%	7/1/2017	\$ -	7/1/2013	\$ 42.00	\$ 160.74
24	License Fees; Late License Penalty	Sonoma County Code § 5-4 and 5-43	Resolution	3,103	3,103	\$ 40.00	\$ 40.00	0.00%	7/1/2017	\$ -	7/1/2013	new 7/13	
25	Owner Surrender Fees; Out of County (Non-Contract City Residents)	Sonoma County Code Sec. 5-4	Resolution	7	7	\$ 110.00	\$ 110.00	0.00%	7/1/2017	\$ -	7/1/2015	\$ 100.00	
26	Owner Surrender Fees; Owner Surrender (Dog, Cat, Litters, Livestock, Birds)	Sonoma County Code Sec. 5-4	Resolution	372	372	\$ 55.00	\$ 55.00	0.00%	7/1/2017	\$ -	7/1/2015	\$ 50.00	
27	Potentially Dangerous/Vicious Dogs; Dangerous/Vicious Dog	Food & Ag § 31641 Sonoma County Code § 5-4 and 5-135	Resolution	23	23	\$ 328.00	\$ 345.00	5.18%	7/1/2017	\$ 391.00	7/1/2015	\$ 298.00	
28	Potentially Dangerous/Vicious Dogs; Potentially Dangerous Dog	Food & Ag § 31641 Sonoma County Code § 5-4 and 5-135	Resolution	96	96	\$ 131.00	\$ 138.00	5.34%	7/1/2017	\$ 672.00	7/1/2015	\$ 119.00	
29	Board Rabies Quarantine Fees; Board Per Day-Dog/Cat	Sonoma County Code § 5-4 and 5-161	Resolution	34	34	\$ 25.00	\$ 26.00	4.00%	7/1/2017	\$ 34.00	9/1/2015	\$ 23.00	\$ 35.71
30	Rabies Quarantine Fees; Rabies Quarantine-Home	Sonoma County Code § 5-4 and 5-161	Resolution	208	208	\$ 65.00	\$ 68.00	4.62%	7/1/2017	\$ 624.00	7/1/2015	\$ 59.00	
31	Impound Rabies Quarantine Fees; Rabies Quarantine-Shelter (Over The Counter)	Sonoma County Code § 5-4 and 5-161	Resolution	36	36	\$ 91.00	\$ 96.00	5.49%	7/1/2017	\$ 180.00	9/1/2015	\$ 88.00	\$ 143.04
32	Vaccination/Testing/Microchipping Fees; Bordatella (injectable)	Sonoma County Code Sec. 5-4	Resolution	352	352	\$ 24.00	\$ 24.00	0.00%	7/1/2017	\$ -	7/1/2015	\$ 21.50	
33	Vaccination/Testing/Microchipping Fees; DHLPP (Distemper, Hepatitis, Leptospirosis, Parainfluenza, Parvo Virus Vaccines)	Sonoma County Code Sec. 5-4	Resolution	348	348	\$ 24.00	\$ 24.00	0.00%	7/1/2017	\$ -	7/1/2015	\$ 21.50	
34	Vaccination/Testing/Microchipping Fees; FELV/FIV Test (Feline Leukemia Virus/Feline Immunodeficiency Virus)	Sonoma County Code Sec. 5-4	Resolution	2	2	\$ 24.00	\$ 24.00	0.00%	7/1/2017	\$ -	7/1/2015	\$ 21.50	
35	Vaccination/Testing/Microchipping Fees; FVRCP (Feline Viral Rhinotrachitis, Calici Virus, Panleukopenia Vaccines)	Sonoma County Code Sec. 5-4	Resolution	36	36	\$ 24.00	\$ 24.00	0.00%	7/1/2017	\$ -	7/1/2015	\$ 21.50	
36	Vaccination/Testing/Microchipping Fees; Heartworm Test	Sonoma County Code Sec. 5-4	Resolution	10	10	\$ 24.00	\$ 24.00	0.00%	7/1/2017	\$ -	7/1/2015	\$ 21.50	
37	Vaccination/Testing/Microchipping Fees; Rabies Vaccine	Sonoma County Code Sec. 5-4	Resolution	71	71	\$ 19.00	\$ 19.00	0.00%	7/1/2017	\$ -	7/1/2015	\$ 18.00	

*Please cite all applicable sections.

**Please explain if not equal to the difference between proposed and current fee times the expected volume of fees.

Attachment 5
Department of Health Services
Behavioral Health Division Fees
May 9, 2017

California Welfare and Institutions Code Section 5700 et seq. provides the authority for counties to charge fees for mental health services. The County is responsible for the provision of specialty mental health services to Medi-Cal beneficiaries residing in Sonoma County and also provides psychiatric emergency services for the community. Services may be billed to Medi-Cal, Medicare, insurance, and private pay clients. Mental health services include crisis intervention, crisis stabilization, medication support, individual and group therapy, and case management. The majority of the Department's clients are Medi-Cal recipients who are not directly billed for services and whose care is funded by a combination of funding sources including Federal Medicaid, Mental Health Realignment, and Mental Health Services Act (MHSA) funding. Services billed to Medicare and private insurance are reimbursed based on established rate schedules of the payer. Total actual costs of mental health services provided in FY 15-16 was \$73,084,837.

Each year, the Behavioral Health Division prepares an annual cost report to document the actual cost of providing mental health services. Based on the FY 15-16 preliminary cost report, it was determined that the current Behavioral Health Division fees are approximately 9.9 percent, or \$2.6 million, below what the actual cost of providing those services was in FY 15-16. Therefore, 9.9 percent of the proposed overall increase in Behavioral Health fees reflects a reconciliation of the actual costs of providing services in FY 15-16 with what the fees needed to be in order to cover those costs. In addition, there are two primary cost factors contributing to the proposed fee increase. These factors are: an increase in the cost of salaries and benefits, and a 16.2 percent increase in the number of full-time employee allocations within the division. Increasing in the number of full-time employees in Behavioral Health resulted in an increase to the amount of A-87 and Department Admin allocated to the division. These two cost factors made up the remaining portion of the fee increase which amounts to approximately \$5.2 million. In total, the anticipated difference between the estimated actual increase in the costs for all services provided by Behavioral Health in FY 17-18 and the revenue generated by the currently approved interim rates is \$7,783,315. This cost increase has been budgeted for FY 17-18 and includes realignment, Mental Health Services Act funds, and federal Medicaid funding, which will generate approximately \$4.8 million from Federal Financial Participation received through Medi-Cal reimbursement. If the FY 17-18 proposed fees are not approved, the Department cannot fully recover the federal Medicaid portion of the cost of providing these mandated services and the use of additional funding sources, such as realignment, will be necessary to cover these costs.

The total cost associated with increased Behavioral Health published rates equals \$7,783,315 with a corresponding increase in revenue that is reimbursable by federal Medicaid of approximately \$4.8 million and approximately \$83K from client fees collected by the Treatment Accountability for Safer Communities (TASC) program for a total estimated increase in revenue of approximately \$4.9 million.

Attachment 5
Department of Health Services
Behavioral Health Division Fees
May 9, 2017

Productivity, Efficiency, and Customer Service Plan for Behavioral Health Services

- Review and monitor the payer status of all Behavioral Health Division clients to identify those with private insurance as primary payer and if eligible bill private insurance accordingly.
- Finalize agreements with local health plans to provide specialty mental health services to privately insured individuals.
- Based upon the service needs of the client, if a lower level of service is indicated, Behavioral Health Division staff will work with the client to transition to a service provider contracted with their insurance company, and/or work with the payer to assure maximum reimbursement for services provided.
- Continue to monitor staff direct services hours; provide training and supervision to assist staff to maximize direct service hours.
- Continue to modernize the claiming system and develop customized reports that enhance the division's ability to streamline the claiming process with the goal of improving the Department's overall cash flow.
- Continue with implementation of enhanced clinical modules in Avatar which will enhance the division's ability to utilize the system as its sole health record. This will greatly improve efficiency within the overall system.

Summary of Expected Results

- Private insurance companies will reimburse the Behavioral Health Division for services.
- Proposed fees allow the County to ensure maximum reimbursement of costs.
- A more efficient claiming process and improved cash flow.
- A more robust and complete clinical record housed in a single system.

Results of Prior Year

- For those privately insured clients seeking services from the Behavioral Health Division, charges are being submitted to insurance companies and payment pursued.
- The Department is in the process of drafting agreement's with Local Health plans for the purposes of Behavioral Health providing services to their beneficiaries.
- The Behavioral Health Division's new Electronic Health Care application (Avatar) has been successfully submitting claims for almost one year. The division is current with its claiming.
- The Avatar application is able to provide real time reports that allow for programs to manage productivity as well as set productivity goals for each program.
- Implementation of Avatar transactional database and electronic health record has allowed for more timely submission of Medi-Cal claims to the State for reimbursement.

Reference Number	Fee Description (Short)	Legal Basis for Fee*	Requirement to Adjust Fee (Resolution or Ordinance)	FY 16-17 Units	Anticipated Units, FY 17-18	Current Fee Amount (FY 16-17)	Proposed Fee Amount (FY 17-18)	Change in Fee (%)	Proposed Effective Date	Additional Revenue Expected**	Last Date Fee Changed	Amount Prior to Last Change	Actual Cost of Providing Service ***
1	Driving Under the Influence (DUI) Program; First Offender Program (FOP) - 3 Month	Welf. & Inst. Code § 5700 et seq.	Resolution	1,201	1,201	\$ 863.00	\$ 863.00	0.00%	7/1/2017	\$ -	7/1/2016	\$ 735.00	N/A - No Cost Report in DUI
2	Driving Under the Influence (DUI) Program; First Offender Program (FOP) - 6 Month	Welf. & Inst. Code § 5700 et seq.	Resolution	107	107	\$ 1,260.00	\$ 1,260.00	0.00%	7/1/2017	\$ -	7/1/2016	\$ 754.00	N/A - No Cost Report in DUI
3	Driving Under the Influence (DUI) Program; First Offender Program (FOP) - 9 Month	Welf. & Inst. Code § 5700 et seq.	Resolution	275	275	\$ 1,719.00	\$ 1,719.00	0.00%	7/1/2017	\$ -	7/1/2016	\$ 1,341.00	N/A - No Cost Report in DUI
4	Driving Under the Influence (DUI) Program; Multiple Offender Program (MOP) - 12 Month	Welf. & Inst. Code § 5700 et seq.	Resolution	168	168	\$ 1,945.00	\$ 1,945.00	0.00%	7/1/2017	\$ -	7/1/2016	\$ 1,527.00	N/A - No Cost Report in DUI
5	Driving Under the Influence (DUI) Program; Multiple Offender Program (MOP) - 18 Month	Welf. & Inst. Code § 5700 et seq.	Resolution	625	625	\$ 2,123.00	\$ 2,123.00	0.00%	7/1/2017	\$ -	7/1/2016	\$ 1,637.00	N/A - No Cost Report in DUI
6	Driving Under the Influence (DUI) Program; Re-Enroll Absence fee ("Missed Activity")	Welf. & Inst. Code § 5700 et seq.	Resolution	538	538	\$ 25.00	\$ 25.00	0.00%	7/1/2017	\$ -	7/1/2016	\$ -	N/A - No Cost Report in DUI
7	Driving Under the Influence (DUI) Program; Transfer In	Welf. & Inst. Code § 5700 et seq.	Resolution	100	100	\$ 60.00	\$ 60.00	0.00%	7/1/2017	\$ -	7/1/2016	\$ -	N/A - No Cost Report in DUI
8	Driving Under the Influence (DUI) Program; UA Test	Welf. & Inst. Code § 5700 et seq.	Resolution	600	600	\$ 25.00	\$ 25.00	0.00%	7/1/2017	\$ -	7/1/2016	\$ -	N/A - No Cost Report in DUI
9	Driving Under the Influence (DUI) Program; Wet & Reckless Program	Welf. & Inst. Code § 5700 et seq.	Resolution	150	150	\$ 356.00	\$ 356.00	0.00%	7/1/2017	\$ -	7/1/2016	\$ 364.00	N/A - No Cost Report in DUI
10	Mental Health - Crisis Stabilization Services	Welf. & Inst. Code § 5700 et seq.	Resolution	44,085	44,085	\$ 70.00	\$ 87.29	24.70%	7/1/2017	\$ 762,229.65	7/1/2016	\$ 120.00	\$ 3,598,323.00
11	Mental Health - Outpatient Services; Assessment & Testing	Welf. & Inst. Code § 5700 et seq.	Resolution	5,549	5,549	\$ 273.26	\$ 385.72	41.15%	7/1/2017	\$ 624,040.54	7/1/2016	\$ 254.40	\$ 2,315,602.00
12	Mental Health - Outpatient Services; Collateral	Welf. & Inst. Code § 5700 et seq.	Resolution	2,449	2,449	\$ 273.26	\$ 385.72	41.15%	7/1/2017	\$ 275,414.54	7/1/2016	\$ 254.40	\$ 859,921.00
13	Mental Health - Outpatient Services; Group - Therapy or Rehabilitation	Welf. & Inst. Code § 5700 et seq.	Resolution	1,264	1,264	\$ 273.26	\$ 385.72	41.15%	7/1/2017	\$ 142,149.44	7/1/2016	\$ 254.40	\$ 607,661.00
14	Mental Health - Outpatient Services; Individual - Therapy or Rehabilitation	Welf. & Inst. Code § 5700 et seq.	Resolution	7,194	7,194	\$ 273.26	\$ 385.72	41.15%	7/1/2017	\$ 809,037.24	7/1/2016	\$ 254.40	\$ 2,710,776.00
15	Mental Health - Outpatient Services; Plan Development	Welf. & Inst. Code § 5700 et seq.	Resolution	12,197	12,197	\$ 273.26	\$ 385.72	41.15%	7/1/2017	\$ 1,371,674.62	7/1/2016	\$ 254.40	\$ 4,525,658.00
16	Other Services; Case Management/Brokerage	Welf. & Inst. Code § 5700 et seq.	Resolution	11,326	11,326	\$ 211.85	\$ 290.96	37.34%	7/1/2017	\$ 895,999.86	7/1/2016	\$ 192.00	\$ 3,131,700.00
17	Other Services; Crisis Intervention	Welf. & Inst. Code § 5700 et seq.	Resolution	585	585	\$ 398.16	\$ 561.79	41.10%	7/1/2017	\$ 95,723.55	7/1/2016	\$ 370.80	\$ 314,076.00
18	Other Services; Drug Testing Fee	Welf. & Inst. Code § 5700 et seq.	Resolution	19,724	19,724	\$ 12.00	\$ 12.00	0.00%	7/1/2017	\$ -	Unknown	Unknown	\$ 480,182.00
19	Other Services; Medication Support (30 minutes)	Welf. & Inst. Code § 5700 et seq.	Resolution	26,768	26,768	\$ 247.39	\$ 349.16	41.14%	7/1/2017	\$ 2,724,313.20	7/1/2016	\$ 230.40	\$ 8,157,203.00
20	Other Services; Photocopying and related clerical services; Clerical costs, per hour	Welf. & Inst. Code § 5700 et seq.	Resolution	0	0	\$ 24.00	\$ 24.00	0.00%	7/1/2017	\$ -	7/1/2016	Unknown	N/A - No Cost Report Data

Reference Number	Fee Description (Short)	Legal Basis for Fee*	Requirement to Adjust Fee (Resolution or Ordinance)	FY 16-17 Units	Anticipated Units, FY 17-18	Current Fee Amount (FY 16-17)	Proposed Fee Amount (FY 17-18)	Change in Fee (%)	Proposed Effective Date	Additional Revenue Expected**	Last Date Fee Changed	Amount Prior to Last Change	Actual Cost of Providing Service ***
21	Other Services; Photocopying and related clerical services; Copy from microfilm, per page	Welf. & Inst. Code § 5700 et seq.	Resolution	0	0	\$ 0.20	\$ 0.20	0.00%	7/1/2017	\$ -	7/1/2016	Unknown	N/A - No Cost Report Data
22	Other Services; Photocopying and related clerical services; Copy of oversized document, per page	Welf. & Inst. Code § 5700 et seq.	Resolution	0	0	actual cost	actual cost	N/A	7/1/2017	N/A	7/1/2016	Unknown	N/A - No Cost Report Data
23	Other Services; Photocopying and related clerical services; Copy of standard sized document, per page	Welf. & Inst. Code § 5700 et seq.	Resolution	0	0	\$ 0.10	\$ 0.10	0.00%	7/1/2017	\$ -	7/1/2016	Unknown	N/A - No Cost Report Data
24	Other Services; Professional Fees; Psychiatrist - Initial Consultation	Welf. & Inst. Code § 5700 et seq.	Resolution	0	0	\$ 150.00	\$ 150.00	0.00%	7/1/2017	\$ -	7/1/2016	Unknown	N/A - No Cost Report Data
25	Other Services; Professional Fees; Psychiatrist - Subsequent Encounter	Welf. & Inst. Code § 5700 et seq.	Resolution	0	0	\$ 150.00	\$ 150.00	0.00%	7/1/2017	\$ -	7/1/2016	\$ 120.00	N/A - Not Provided by County
26	Other Services; TASC Program Fee	Welf. & Inst. Code § 5700 et seq.	Resolution	559	559	\$ 423.00	\$ 571.00	34.99%	7/1/2017	\$ 82,732.00	Unknown	Unknown	\$ 967,312.00

*Please cite all applicable sections.

**Please explain if not equal to the difference between proposed and current fee times the expected volume of fees.

*** Actual Cost from most recent cost report FY 15-16



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 31c

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

To: Board of Supervisors, County of Sonoma

Board Agenda Date: May 9, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

James Williams / 565-1152

Supervisorial District(s):

All Districts

Title: Fire and Emergency Services Department Fee Schedules

Recommended Actions:

- 1) Approve a resolution adopting fee increases for Schedule A – Permits and Fees - Fire and Emergency Services Department for Certified Unified Program Agency Hazardous Materials.
- 2) Approve a resolution adopting fee increases for Schedule A – Permits and Fees - Fire and Emergency Services Department - Fire Prevention.

Executive Summary:

The Hazardous Materials Program (Certified Unified Program Agency) ensures that businesses that generate or store hazardous materials comply with environmental laws and regulations. The Fire Prevention program is responsible for fire inspection services, fire investigations, construction plan checks and issuing operational permits to ensure compliance with the fire code. Both programs directly benefit residents and visitors of the county by protecting life, property, and the environment.

The Fire and Emergency Services Department proposes changes for the Hazardous Materials Programs that result in fee increases varying from 7.8% to 8.1%. The department also proposes changes for Fire Prevention fees at an increase from 4% to 4.4%. All of the fee increases are necessary to: 1) recover costs for hazardous materials programs mandated by the Health & Safety Code; and, 2) recover increased program costs related directly to the fire prevention and hazardous materials programs. Fee Schedules for both programs were last adjusted effective July 1, 2015. The Fire and Emergency Services Department's (Department) budget is predicated on new fees in the attached fee schedules becoming effective July 9, 2017.

Discussion:

Certified Unified Program Agency -Hazardous Materials Programs

Sonoma County Certified Unified Program Agency is comprised of two agencies: Department and the Sonoma County Department of Agriculture/Weights and Measures (Department of Agriculture). The Department of Agriculture is bringing changes to the sites they regulate in their department's fee schedule.

Certified Unified Program Agencies are the local agencies that administer many of California's environmental laws and regulations. Department and the Department of Agriculture inspect approximately 1,700 businesses annually to verify their compliance with environmental standards. This

includes ensuring that businesses are: reporting the hazardous materials they store; maintaining emergency plans in case they have a spill; are properly managing any hazardous wastes to keep them out of our natural environment and landfills; and, operating their underground and aboveground storage tanks in a way that minimizes the possibility of a release. Department also staffs a hazardous materials incident response team that is available 24/7 to clean up virtually any type of release of toxic chemicals. The department also investigates citizen complaints related to hazardous materials.

The mandatory requirement for regulated businesses to file their hazardous materials information through the California Environmental Reporting System went into effect in January 1, 2013. In addition, the requirement for regulatory agencies to electronically file compliance, monitoring, and enforcement data became effective. The new system has proven to be an effective tool to in making information readily available to first responders as well as tracking inspections, violations noted, and enforcement actions taken. Reviewing businesses' submittals and verifying the data quality has been a labor-intensive process for regulatory agencies throughout California, and Sonoma County has been no exception. This system took several years to implement fully with regulated businesses. As the regulated businesses have reached nearly full compliance, workload for the Department has increased. In order to meet these rigorous requirements, Department is requesting an increase of .50 Senior Office Assistant as part of the 2017-18 budget to ensure it can meet the California Environmental Protection Agency's requirement for completing the electronic submission process and improve Sonoma County's audit compliance when audited by California Environmental Protection Agency. The requested .50 FTE Senior Office Assistant position salary and benefit costs are \$45,151. Approval of this position would come in the 2017-18 supplemental budget, and is contingent upon fees being increased to support the workload.

In addition, Certified Unified Program Agency program cost increases include 2.89% increase in Salary and Benefit costs on existing positions (\$32,501), based on labor agreements negotiated last year, an increase to training to meet mandatory training requirements (\$1,800), and an increase in internal services cost allocations (\$31,001), primarily tied to increasing costs for Purchasing and County Counsel. Cost reductions were made in Minor Equipment/Small Tools (-\$11,120), and Professional Services (-\$40,602), which partially offset the increased costs.

The average increase across all Certified Unified Program Agency fees is 7.8%, which includes the requested position addition.

Fire Prevention

The Fire Prevention Division fulfills key objectives outlined in the Public Safety Element of the Sonoma County General Plan. The division is responsible for fire inspection services, fire investigations, construction plan checks, and public education activities. These programs directly benefit residents and visitors to the county reducing risks and hazards to protect life, property, and the environment.

Key responsibilities of Fire Prevention include: annual inspections of detention facilities, public and private schools, hotels, motels, lodging places, apartment buildings, and other buildings used by the public. Where applicable, operational permits are issued to ensure that specific processes and storage of various materials are in accordance with the fire code. In addition, Department provides inspection services to local fire districts via contract services.

The fee schedule is the mechanism to recover costs for services for new development and construction permits, operational permits required by the fire code, and consultation services for the public. Fire inspection fees are recovered to address staff time and associated costs of providing services to the public.

New fee categories being requested include Cannabis Permit Fees, which include Cultivation, Distribution, Manufacturing, and Lab Testing. The new categories are anticipated to generate \$102,868 in fee revenue which will provide for a .50 Extra Help Fire Inspector and .50 Extra Help Senior Office Assistant positions, as well as initial program startup expenses. The department is taking a conservative approach and will assess the program resource needs during the initial implementation stage.

Road Naming fee category items have been transferred from the Permit and Resource Management Department fee schedule to the Department fee schedule to align with the staff providing the services.

The proposed Fire Prevention fee schedule reflects increases from 4% to 4.4% which are necessary to accurately capture the time and costs associated with providing baseline fire prevention functions. The division program costs have increased in Service and Supplies, primarily due to internal services cost allocations (\$30,727).

The average increase across the Fire Prevention fees is 4.3%.

Prior Board Actions:

04/22/2015: Adopted Resolution #15-0156 for Hazardous Materials Fee Schedule
Adopted Resolution #15-0157 for Fire Prevention Fee Schedule

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

The Fire and Emergency Services Department is able to support hazardous materials and fire prevention programs that protect the health and safety of the community.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		\$270,749	
Additional Appropriation Requested			
Total Expenditures		\$270,749	

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other		\$270,749	
Use of Fund Balance			
Contingencies			
Total Sources		\$270,749	

Narrative Explanation of Fiscal Impacts:

Assuming adoption, fee increases will be effective on July 9, 2017, 60 days after approval. Hazardous Materials fee increases total \$118,441. Fire Prevention Fee increases total \$152,289 which includes the new Cannabis permit categories totaling \$106,260.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
(A1) Hazmat/Certified Unified Program Agency Fees Cover Sheet (A2) Hazmat/Certified Unified Program Agency Fees Resolution (A3) Hazmat/Certified Unified Program Agency Fee Chart (A4) Fire Prevention Fees Cover Sheet (A5) Fire Prevention Fees Resolution (A6) Fire Prevention Fee Chart			
Related Items “On File” with the Clerk of the Board:			
None.			

Department: Fire & Emergency Services - Hazmat

Fee Hearing: Spring, 2017

Reference number	Fee Description (short)	Legal basis for fee*	Requirement to adjust fee (resolution or ordinance)	FY 2016-17 Units	Anticipated units, FY 2017-18	Current fee amount	Proposed fee amount	Change in fee	Proposed effective date	Additional revenue expected**	Last date fee changed	Amount prior to last change	Actual cost of providing service
Small Quantity Generator Permits													
1	Hourly Rate (as applicable)	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution			\$ 111	\$ 120.00	8.1%	7/1/2017	\$ -	7/1/2015	\$ 101	\$ 120.00
2	>325 gal/yr to <5 tons/yr w/srcce red./recycl.	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	176	168	\$ 268	\$ 289.00	7.8%	7/2/2017	\$ 3,528.00	7/1/2015	\$ 244	\$ 289.00
3	>325 gal/yr to <5 tons/yr w/o srce red./recycl.	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	22	28	\$ 334	\$ 360.00	7.8%	7/3/2017	\$ 728.00	7/1/2015	\$ 304	\$ 360.00
4	<325 gal/yr	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	220	212	\$ 172	\$ 185.00	7.6%	7/4/2017	\$ 2,756.00	7/1/2015	\$ 157	\$ 185.00
5	Recyclable <5gal/Mo	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	218	196	\$ 125	\$ 135.00	8.0%	7/5/2017	\$ 1,960.00	7/1/2015	\$ 114	\$ 135.00
6	Vineyard Hazwst>325 gal/yr to <5 tons/yr w/ source reduction/recycl.	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	2	2	\$ 202	\$ 218.00	7.9%	7/6/2017	\$ 32.00	7/1/2015	\$ 184	\$ 218.00
7	Vineyard Hazwst <325 gal/yr	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	11	11	\$ 131	\$ 141.00	7.6%	7/6/2017	\$ 110.00	7/1/2015	\$ 119	\$ 141.00
8	Vineyard Hazwst Recyclable: < 5 gal/mo, exemp	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	0	0	\$ -	\$ -		7/6/2017	\$ -	7/1/2015	\$ -	\$ -
9	Treatment Permits		Resolution	8	5	\$ 314	\$ 338.00	7.6%	7/6/2017	\$ 120.00	7/1/2015	\$ 286	\$ 338.00
Large Quantity Generator Permits													
10	Hourly Rate (as applicable)	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution			\$ 111	\$ 120.00	8.1%	7/6/2017	\$ -	7/1/2015	\$ 101	\$ 120.00
11	5 to <25 tons/yr	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	27	34	\$ 941	\$ 1,014.00	7.8%	7/6/2017	\$ 2,482.00	7/1/2015	\$ 857	\$ 1,014.00
12	25 to 250 tons/yr	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	8	12	\$ 1,418	\$ 1,529.00	7.8%	7/6/2017	\$ 1,332.00	7/1/2015	\$ 1,291	\$ 1,529.00
13	250 to <500 tons/yr	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	0	0	\$ 2,805	\$ 3,024.00	7.8%	7/6/2017	\$ -	7/1/2015	\$ 2,554	\$ 3,024.00
14	>500 tons/yr	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	1	1	\$ 7,739	\$ 8,343.00	7.8%	7/6/2017	\$ 604.00	7/1/2015	\$ 7,047	\$ 8,343.00
15	Waste Oil Only >5 tons/yr	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	59	46	\$ 898	\$ 968.00	7.8%	7/6/2017	\$ 3,220.00	7/1/2015	\$ 818	\$ 968.00
Hazmat Business Plans													
16	Range 1	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	48	42	\$ 111	\$ 120.00	8.1%	7/6/2017	\$ 378.00	7/1/2015	\$ 101	\$ 120.00
17	Range 2	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	326	344	\$ 517	\$ 557.00	7.7%	7/6/2017	\$ 13,760.00	7/1/2015	\$ 471	\$ 557.00
18	Range 3	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	243	248	\$ 751	\$ 810.00	7.9%	7/6/2017	\$ 14,632.00	7/1/2015	\$ 684	\$ 810.00
19	Range 4	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	125	118	\$ 1,183	\$ 1,275.00	7.8%	7/6/2017	\$ 10,856.00	7/1/2015	\$ 1,077	\$ 1,275.00
20	Range 5	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	226	231	\$ 1,543	\$ 1,663.00	7.8%	7/6/2017	\$ 27,720.00	7/1/2015	\$ 1,405	\$ 1,663.00
18	Range 6	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	26	19	\$ 139	\$ 150.00	7.9%	7/6/2017	\$ 209.00	7/1/2015	\$ 127	\$ 150.00
19	Range 7	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	6	5	\$ 223	\$ 240.00	7.6%	7/6/2017	\$ 85.00	7/1/2015	\$ 203	\$ 240.00
20	Remote, Unstaffed Sites - One Time Fee	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	2	2	\$ 276	\$ 298.00	8.0%	7/6/2017	\$ 44.00	7/1/2015	\$ 251	\$ 298.00
21	Restaurants >1000 SCF CO2	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	73	65	\$ 347	\$ 374.00	7.8%	7/6/2017	\$ 1,755.00	7/1/2015	\$ 316	\$ 374.00
22	Accidental Release Plan -	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	17	15	\$ 751	\$ 810.00	7.9%	7/6/2017	\$ 885.00	7/1/2015	\$ 684	\$ 810.00
Aboveground Petroleum Storage Tanks													
23	Hourly Rate (as applicable)	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution			\$ 111	\$ 120.00	8.1%	7/6/2017	\$ -	7/1/2015	\$ 101	\$ 120.00
24	Tier 1 Facility	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	72	89	\$ 231	\$ 249.00	7.8%	7/6/2017	\$ 1,602.00	7/1/2015	\$ 210	\$ 249.00
25	Tier 2 Facility	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	15	13	\$ 463	\$ 499.00	7.8%	7/6/2017	\$ 468.00	7/1/2015	\$ 422	\$ 499.00
26	Tier 3 Facility	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	29	39	\$ 926	\$ 998.00	7.8%	7/6/2017	\$ 2,808.00	7/1/2015	\$ 843	\$ 998.00
27	Tank Closure Permit	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	3	3	\$ 433	\$ 467.00	7.9%	7/6/2017	\$ 102.00	7/1/2015	\$ 394	\$ 467.00
28	Each addn'l tank	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	3	3	\$ 111	\$ 120.00	8.1%	7/6/2017	\$ 27.00	7/1/2015	\$ 101	\$ 120.00
29	Technology Fee	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	1290	1269	\$ 27	\$ 29.00	7.4%	7/6/2017	\$ 2,538.00	7/1/2015	\$ 25	\$ 29.00
30	Reinspection Fee for Non-Compliance	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	6	6	\$ 152	\$ 164.00	7.9%	7/6/2017	\$ 72.00	7/1/2015	\$ -	\$ 164.00
Underground Storage Tank Fees:													
31	Hourly Rate (as applicable)	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution			\$ 111	\$ 120.00	8.1%	7/6/2017	\$ -	7/1/2015	\$ 101	\$ 120.00
32	UST Facility	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	85	81	\$ 1,462	\$ 1,576.00	7.8%	7/6/2017	\$ 9,234.00	7/1/2015	\$ 1,331	\$ 1,576.00
33	Each Additional UST	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	155	156	\$ 854	\$ 921.00	7.8%	7/6/2017	\$ 10,452.00	7/1/2015	\$ 778	\$ 921.00
34	Plan Check and New Inspection	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	6	6	\$ 1,677	\$ 1,808.00	7.8%	7/6/2017	\$ 786.00	7/1/2015	\$ 1,527	\$ 1,808.00
35	Each addn'l tank	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	11	11	\$ 236	\$ 254.00	7.6%	7/6/2017	\$ 198.00	7/1/2015	\$ 215	\$ 254.00
36	Repair Permit	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	25	25	\$ 558	\$ 602.00	7.9%	7/6/2017	\$ 1,100.00	7/1/2015	\$ 508	\$ 602.00
37	Each addn'l tank	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	45	45	\$ 146	\$ 157.00	7.5%	7/6/2017	\$ 495.00	7/1/2015	\$ 133	\$ 157.00
38	Cold Start Permit	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	6	6	\$ 216	\$ 233.00	7.9%	7/6/2017	\$ 102.00	7/1/2015	\$ 197	\$ 233.00
39	Tank Closure Permit	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	6	6	\$ 1,267	\$ 1,366.00	7.8%	7/6/2017	\$ 594.00	7/1/2015	\$ 1,154	\$ 1,366.00
40	Each addn'l tank	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	11	11	\$ 396	\$ 427.00	7.8%	7/6/2017	\$ 341.00	7/1/2015	\$ 361	\$ 427.00
41	Plan check resubmittal-Hourly rate	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	3	3	\$ 111	\$ 120.00	8.1%	7/6/2017	\$ 27.00	7/1/2015	\$ 101	\$ 120.00
42	Temporary closure (per site)	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	0	0	\$ 627	\$ 676.00	7.8%	7/6/2017	\$ -	7/1/2015	\$ 571	\$ 676.00
43	Transfer of Ownership/Permit Alteration	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	0	0	\$ 111	\$ 120.00	8.1%	7/6/2017	\$ -	7/1/2015	\$ 101	\$ 120.00
44	Precision Tank Test Permit (per facility)	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	0	0	\$ 111	\$ 120.00	8.1%	7/6/2017	\$ -	7/1/2015	\$ 101	\$ 120.00
45	ELD Test Permit	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	0	0	\$ 528	\$ 569.00	7.8%	7/6/2017	\$ -	7/1/2015	\$ 481	\$ 569.00
46	Each addn'l UST	27 CCR Section 15210 & HSC Ch. 6.11 Section 25404.5	Resolution	0	0	\$ 111	\$ 120.00	8.1%	7/6/2017	\$ -	7/1/2015	\$ 101	\$ 120.00
Emergency Response													
47	Emergency Responder, Hourly Rate	HSC Chapter 6.95, Sections 25510.2 & 25513	Resolution	6	6	\$ 111	\$ 120.00	8.1%	7/6/2017	\$ 54.00	7/1/2015	\$ 101	\$ 120.00
48	Emergency Responder, After Hours Rate	HSC Chapter 6.95, Sections 25510.2 & 25513	Resolution	0	0	\$ 166	\$ 179.00	7.8%	7/6/2017	\$ -	7/1/2015	\$ 152	\$ 179.00
49	Hazmat Response Vehicle, Hourly Rate	HSC Chapter 6.95, Sections 25510.2 & 25513	Resolution	0	0	\$ 159	\$ 171.00	7.5%	7/6/2017	\$ -	7/1/2015	\$ 145	\$ 171.00
50	Hazmat Response Truck/Support, Hourly Rate	HSC Chapter 6.95, Sections 25510.2 & 25513	Resolution	6	6	\$ 29	\$ 31.00	6.9%	7/6/2017	\$ 12.00	7/1/2015	\$ 26	\$ 31.00
51	Hazmat Response Trailer, Hourly Rate	HSC Chapter 6.95, Sections 25510.2 & 25513	Resolution	0	0	\$ 16	\$ 17.00	6.3%	7/6/2017	\$ -	7/1/2015	\$ 15	\$ 17.00

*Please cite all applicable sections.

**Please explain if not equal to the difference between proposed and current fee times the expected volume of fees.



County of Sonoma
State of California

Date: May 9, 2017

Santa Rosa, CA 95403

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Adopting
Schedule A – Permits And Fees For The Fire And Emergency Services Department For Certified
Unified Program Agency Hazardous Materials. (All Districts)**

Whereas, the California Code of Regulations; Health and Safety Code authorize the Board of Supervisors by resolution to establish fees to recover the reasonable cost of providing hazardous material oversight regulatory services; and

Whereas, that to recover the reasonable cost of providing services, it is necessary to increase the fees as set forth below.

Now, Therefore, Be It Resolved, based on information presented to this Board, this Board finds that the proposed fees comply with all legal requirements, including Art. XIII C of the California Constitution.

Be It Further Resolved, that in all other respects, all other resolutions shall remain in full force and effect.

Be It Further Resolved, if any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portion of this resolution.

Be It Further Resolved, that the following fee schedule for Fire and Emergency Services – Certified Unified Program Agency Hazardous Materials Programs is hereby adopted, effective July 9, 2017.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

Resolution #

Date:

Page 2

So Ordered.

**DEPARTMENT OF FIRE AND EMERGENCY SERVICES
HAZARDOUS MATERIALS
CUPA FEE AND REVENUE SUMMARY CHART**

Effective July 9, 2017

TYPE OF FEE

Small Quantity Generator Permits

Hourly Rate (as applicable)	\$120
>325 gal/yr to <5 tons/yr w/srce red./recycl.	\$289
>325 gal/yr to <5 tons/yr w/o srce red./recycl.	\$360
<325 gal/yr	\$185
Recyclable	
<5 gal/Mo	\$135
Vineyard Hazwst >325 gal/yr to <5 tons/yr w/ source reduction/recycl.	\$218
Vineyard Hazwst <325 gal/yr	\$141
Vineyard Hazwst Recyclable: < 5 gal/mo, exempt	\$0

Treatment Permits \$338

Large Quantity Generator Permits

Hourly Rate (as applicable)	\$120
5 to <25 tons/yr	\$1,014
25 to 250 tons/yr	\$1,529
250 to <500 tons/yr	\$3,024
>500 tons/yr	\$8,343

Waste Oil Only

> 5 tons/yr	\$968
-------------	-------

Hazmat Business Plans

Range 1	\$120
Range 2	\$557
Range 3	\$810
Range 4	\$1,275
Range 5	\$1,663
Range 6	\$150
Range 7	\$240
Remote, Unstaffed Sites - One Time Fee	\$298
Restaurants >1000 SCF CO₂	\$374
Accidental Release Plan -	\$810

Aboveground Petroleum Storage Tanks

Hourly Rate	
Tier 1 Facility	\$249
Tier 2 Facility	\$499
Tier 3 Facility	\$998
Tank Closure Permit*	\$467
Each addn'l tank*	\$120

**DEPARTMENT OF FIRE AND EMERGENCY SERVICES
HAZARDOUS MATERIALS
CUPA FEE AND REVENUE SUMMARY CHART**

Effective July 9, 2017

TYPE OF FEE

Technology Fee \$29

Reinspection Fee for Non-Compliance \$164

Underground Storage Tank Fees:

Hourly Rate	\$120
UST Facility	\$1,576
Each Additional UST	\$921
Plan Check and New Inspection	\$1,808
Ea. additional tank	\$254
Repair Permit	\$602
Ea. additional tank	\$157
Cold Start Permit*	\$233
Tank Closure Permit	\$1,366
Ea. additional tank	\$427
Plan check resubmittal-Hourly rate	\$120
Temporary closure (per site)	\$676
Transfer of Ownership/Permit Alteration	\$120
Precision Tank Test Permit (per facility)	\$120
ELD Test Permit	\$569
Ea. Additional UST	\$120

Emergency Response

Emergency Responder, Hourly Rate	\$120
Emergency Responder, After Hours Rate	\$179
Hazmat Response Vehicle, Hourly Rate	\$171
Hazmat Response Truck/Support, Hourly Rate	\$31
Hazmat Response Trailer, Hourly Rate	\$17

Department: Fire and Emergency Services- Fire Prevention

Fee Hearing: Spring, 2017

Reference number	Fee Description (short)	Legal basis for fee	Requirement to adjust fee (resolution or ordinance)	FY 2016-17 Units	Anticipated units, FY 2017-18	Current fee amount	Proposed fee amount	Change in fee	Proposed effective date	Additional revenue expected	Last date fee changed	Amount prior to last change	Actual cost of providing service
Plan Review/Inspection													
1	Hourly Rate (misc)	CFC105.1	Resolution	12	12	\$ 189	\$ 197.00	4.2%	7/1/2017	\$ 96.00	7/1/2015	\$ 173	\$ 197.00
2	Parcel Maps/Use Permits	CFC105.1	Resolution	29	30	\$ 189	\$ 197.00	4.2%	7/1/2017	\$ 240.00	7/1/2015	\$ 173	\$ 197.00
3	Minor Subdivision	CFC105.1	Resolution	29	30	\$ 189	\$ 197.00	4.2%	7/1/2017	\$ 240.00	7/1/2015	\$ 173	\$ 197.00
4	Major Subdivision	CFC105.1	Resolution	5	5	\$ 189	\$ 197.00	4.2%	7/1/2017	\$ 40.00	7/1/2015	\$ 173	\$ 197.00
5	Commercial Building Permit	CFC105.1	Resolution	595	617	\$ 189	\$ 197.00	4.2%	7/1/2017	\$ 4,936.00	7/1/2015	\$ 173	\$ 197.00
6	Other Building Permit	CFC105.1	Resolution	24	25	\$ 189	\$ 197.00	4.2%	7/1/2017	\$ 200.00	7/1/2015	\$ 173	\$ 197.00
7	NFPA 13D Sprinklers (residential)	CFC105.1	Resolution	1029	1060	\$ 189	\$ 197.00	4.2%	7/1/2017	\$ 8,480.00	7/1/2015	\$ 173	\$ 197.00
8	NFPA 13R Sprinklers (commercial)	CFC105.1	Resolution	363	374	\$ 189	\$ 197.00	4.2%	7/1/2017	\$ 2,992.00	7/1/2015	\$ 173	\$ 197.00
9	Fire Alarm System	CFC105.1	Resolution	115	118	\$ 189	\$ 197.00	4.2%	7/1/2017	\$ 944.00	7/1/2015	\$ 173	\$ 197.00
10	High Haz/Vegetation Mgmt./ Misc	CFC105.1	Resolution	29	30	\$ 189	\$ 197.00	4.2%	7/1/2017	\$ 240.00	7/1/2015	\$ 173	\$ 197.00
11	Fire Safe Standards (0120)	CFC105.1	Resolution	1226	1263	\$ 189	\$ 197.00	4.2%	7/1/2017	\$ 10,104.00	7/1/2015	\$ 173	\$ 197.00
12	Fire Safe Standards (0121)/Referral Fee	CFC105.1	Resolution	1360	1401	\$ 189	\$ 197.00	4.2%	7/1/2017	\$ 11,208.00	7/1/2015	\$ 173	\$ 197.00
13	Pre-application Meeting Consultation	CFC105.1	Resolution	24	25	\$ 189	\$ 197.00	4.2%	7/1/2017	\$ 200.00	7/1/2015	\$ 173	\$ 197.00
14	Road Name Assignment - Public (up to 4 lots)*	CFC105.1	Resolution	5	\$ 995	\$ 1,037.00	4.2%	7/1/2017	\$ 210.00				\$ 1,037.00
15	Road Name Assignment - Private (up to 4 lots)*	CFC105.1	Resolution	3	\$ 995	\$ 1,037.00	4.2%	7/1/2017	\$ 126.00				\$ 1,037.00
16	per each add'l lot over 4*	CFC105.1	Resolution	5	\$ 75	\$ 78.00	4.0%	7/1/2017	\$ -				\$ 78.00
17	Special On-Site Inspection	CFC105.1	Resolution	0	0	\$ 189	\$ 197.00	4.2%	7/1/2017	\$ -	7/1/2015	\$ 173	\$ 197.00
18	On-Site Inspection (after hours)	CFC105.1	Resolution	0	0	\$ 284	\$ 296.00	4.2%	7/1/2017	\$ -	7/1/2015	\$ 260	\$ 296.00
19	Project Consultation/Mitigations	CFC105.1	Resolution	29	30	\$ 189	\$ 197.00	4.2%	7/1/2017	\$ 240.00	7/1/2015	\$ 173	\$ 197.00
20	Title 19 SFM Clearance (day care, hospital, etc.)	Title 19, H&S Chapt	Resolution	6	6	\$ 158	\$ 165.00	4.4%	7/1/2017	\$ 42.00	7/1/2015	\$ 145	\$ 165.00
21	Fire Inspections to Contract Fire Districts	Title 19, H&S Chapt	Resolution	132	136	\$ 158	\$ 165.00	4.4%	7/1/2017	\$ 952.00	7/1/2015	\$ 145	\$ 165.00
22	Fire Investigations to Contract Fire Districts	CFC104.10	Resolution	8	8	\$ 158	\$ 165.00	4.4%	7/1/2017	\$ 56.00	7/1/2015	\$ 145	\$ 165.00
23	Fire Investigations (after hours)	CFC104.10	Resolution	12	12	\$ 238	\$ 247.00	3.8%	7/1/2017	\$ 108.00	7/1/2015	\$ 218	\$ 247.00
24	Fire Protection Engineer Services	CFC104.10	Resolution										
25	Outside Consulting Services	CFC104.10	Resolution										
Note: Failure to secure a required Fire Services permit before starting work shall increase the cost of said permit to twice its original fee.													
Fire Code Operational Permit (annual flat rate)													
26	Amusement Building	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
27	Apartment, Hotel or Motel	CFC105.1	Resolution	38	39	\$ 158	\$ 165.00	4.4%	7/1/2017	\$ 273.00	7/1/2015	\$ 145	\$ 165.00
28	Aviation Facility	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
29	Bonfire or Rubbish Fires	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
30	Carnivals, Fairs or similar special events	CFC105.1	Resolution	15	15	\$ 158	\$ 165.00	4.4%	7/1/2017	\$ 105.00	7/1/2015	\$ 145	\$ 165.00
31	Cellulose Nitrate Film	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
32	Combustible Dust-producing Operations	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
33	Combustible Fibers	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
34	Compressed Gasses	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
35	Covered Mall Buildings	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
36	Cryogenic Fluids	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
37	Cutting and Welding	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
38	Dry Cleaning Plants	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
39	Excavation Near Flammable or Combustible Liquids	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
40	Exhibits and Trade Shows	CFC105.1	Resolution	150	155	\$ 158	\$ 165.00	4.4%	7/1/2017	\$ 1,085.00	7/1/2015	\$ 145	\$ 165.00
41	Explosives	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
42	Fire Protection Systems	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
43	Flammable and Combustible Liquids	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
44	Floor Finishing	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
45	Fruit and Crop Ripening	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
46	Fumigation and Thermal Insecticidal Fogging	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
47	Hazardous Materials	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
48	High-piled Storage	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
49	Hi-Rise Building	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
50	Hot Work Operations	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
51	HPM Facilities	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
52	Industrial Oven	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
53	Institutional or Residential-Occupancy-Large	CFC105.1	Resolution	63	65	\$ 158	\$ 165.00	4.4%	7/1/2017	\$ 455.00	7/1/2015	\$ 145	\$ 165.00
54	Institutional or Residential-Occupancy-Small	CFC105.1	Resolution	46	47	\$ 158	\$ 165.00	4.4%	7/1/2017	\$ 329.00	7/1/2015	\$ 145	\$ 165.00
55	Large Family Daycare	CFC105.1	Resolution	55	57	\$ 158	\$ 165.00	4.4%	7/1/2017	\$ 399.00	7/1/2015	\$ 145	\$ 165.00
56	Liquid or Gas Fueled Vehicles or Equipment in	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
57	Live Audiences (Theatrical)	CFC105.1	Resolution	30	31	\$ 158	\$ 165.00	4.4%	7/1/2017	\$ 217.00	7/1/2015	\$ 145	\$ 165.00
58	LP-Gas	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
59	Lumber Yards and Wood Working Plants	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
60	Magnesium	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
61	Occupancy Permit	CFC105.1	Resolution	25	26	\$ 158	\$ 165.00	4.4%	7/1/2017	\$ 182.00	7/1/2015	\$ 145	\$ 165.00
62	Oil or Natural Gas Well	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
63	Open Burning	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
64	Open Flame Devices	CFC105.1	Resolution	24	25	\$ 158	\$ 165.00	4.4%	7/1/2017	\$ 175.00	7/1/2015	\$ 145	\$ 165.00
65	Open Flames and Candles	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
66	Open Flames and Torches	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
67	Organic Coatings	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
68	Places of Assembly	CFC105.1	Resolution	45	46	\$ 158	\$ 165.00	4.4%	7/1/2017	\$ 322.00	7/1/2015	\$ 145	\$ 165.00
69	Private Fire Hydrants	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
70	Production Facilities (Theatrical)	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
71	Pyrotechnics Special Effects Material	CFC105.1	Resolution	10	10	\$ 158	\$ 165.00	4.4%	7/1/2017	\$ 70.00	7/1/2015	\$ 145	\$ 165.00
72	Pyrotechnics and Special Effects (Theatrical)	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
73	Pyrosynin Plastics	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
74	Refrigeration Equipment	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
75	Repair Garages	CFC105.1	Resolution	1	1	\$ 158	\$ 165.00	4.4%	7/1/2017	\$ 7.00	7/1/2015	\$ 145	\$ 165.00
76	Rooftop Helipad	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
77	Spraying or Dipping	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
78	Storage of Scrap Tires and Tire Bi-products	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00
79	Temporary Membrane Structures and Tents	CFC105.1	Resolution	140	144	\$ 158	\$ 165.00	4.4%	7/1/2017	\$ 1,008.00	7/1/2015	\$ 145	\$ 165.00
80	Tire-rebuilding Plants	CFC105.1	Resolution			\$ 158	\$ 165.00	4.4%	7/1/2017	\$ -	7/1/2015	\$ 145	\$ 165.00



County of Sonoma
State of California

Date: May 9, 2017

Santa Rosa, CA 95403

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Adopting Increased Fees Effective July 9, 2017 For The Fire and Emergency Services
Department - Fire Prevention**

Whereas, the California Fire Code, Title 19 of the Health and Safety Code, California authorizes the Board of Supervisors by resolution to establish fees to recover the reasonable cost of providing services for Fire Prevention inspections, permitting and training services; and

Whereas, that to recover the reasonable cost of providing services, it is necessary to adjust the fees to recover the reasonable costs to provide these services as set forth below.

Now, Therefore, Be It Resolved, based on information presented to this Board, this Board finds that the proposed fees comply with all legal requirements, including Art. XIII C of the California Constitution.

Be It Further Resolved, that in all other respects, all other resolutions setting Fire Prevention fees shall remain in full force and effect.

Be It Further Resolved, if any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portion of this resolution.

Be It Further Resolved, that the following fee schedule for Fire and Emergency Services- Fire Prevention is hereby adopted, effective July 9, 2017.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

**DEPARTMENT OF FIRE AND EMERGENCY SERVICES
FIRE PREVENTION FEE AND REVENUE SUMMARY CHART**

Effective July 9, 2017

	hrly fee
Plan Review/Inspection	
Hourly Rate (misc)	\$197
Parcel Maps/Use Permits	\$197
Minor Subdivision	\$197
Major Subdivision	\$197
Commercial Building Permit	\$197
Other Building Permit	\$197
NFPA 13D Sprinklers (residential)	\$197
NFPA 13/13R Sprinklers (commercial)	\$197
Fire Alarm System	\$197
High Haz/Vegetation Mgmt./ Misc	\$197
Fire Safe Standards (0120)	\$197
Fire Safe Standards (0121) /Referral Fee	\$197
Pre-application Meeting Consultation	\$197
Road Name Assignment - Public (up to 4 lots)	\$1,037
Road Name Assignment - Private (up to 4 lots) per each add'l lot over 4	\$1,037 \$78
Special On-Site Inspection	\$197
On-Site Inspection (after hours)	\$296
Project Consultation/Mitigations	\$197
Title 19 SFM Clearance (day care, hospital, etc.)	\$165
Fire Inspections to Contract Fire Districts	\$165
Fire Investigations to Contract Fire Districts*	\$165
Fire Investigations (after hours)*	\$247
Fire Protection Engineer Services	
Outside Consulting Services	
*Note: Failure to secure a required Fire Services permit before starting work shall increase the cost of said permit to twice its original fee	
Fire Code Operational Permits (flat rate, annual, or one-time hourly)	
Amusement Building	\$165
Apartment, Hotel or Motel	\$165
Aviation Facility	\$165
Bonfire or Rubbish Fires	\$165
Carnivals, Fairs or similar special events	\$165
Cellulose Nitrate Film	\$165
Combustible Dust-producing Operations	\$165
Combustible Fibers	\$165
Compressed Gasses	\$165
Covered Mall Buildings	\$165
Cryogenic Fluids	\$165
Cutting and Welding	\$165
Dry Cleaning Plants	\$165
Excavation Near Flamable or Combustible Liquid Pipeline	\$165
Exhibits and Trade Shows	\$165

**DEPARTMENT OF FIRE AND EMERGENCY SERVICES
FIRE PREVENTION FEE AND REVENUE SUMMARY CHART**

Effective July 9, 2017

Explosives	\$165
Fire Protection Systems	\$165
Flamible and Combustible Liquids	\$165
Floor Finishing	\$165
Fruit and Crop Ripening	\$165
Fumigation and Thermal Insecticidal Fogging	\$165
Hazardous Materials	\$165
High-piled Storage	\$165
Hi-Rise Building	\$165
Hot Work Operations	\$165
HPM Facilities	\$165
Industrial Oven	\$165
Institutional or Residential-Occupancy-Large	\$165
Institutional or Residential-Occupancy-Small	\$165
Large Family Daycare	\$165
Liquid or Gas Fueled Vehicles or Equipment in Assembly Buildi	\$165
Live Audiences (Theatrical)	\$165
LP-Gas	\$165
Lumber Yards and Wood Working Plants	\$165
Magnesium	\$165
Occupancy Permit	\$165
Oil or Natural Gas Well	\$165
Open Burning	\$165
Open Flame Devices	\$165
Open Flames and Candles	\$165
Open Flames and Torches	\$165
Organic Coatings	\$165
Places of Assembly	\$165
Private Fire Hydrants	\$165
Production Facilities (Theatrical)	\$165
Pyrotechnics Special Effects Material	\$165
Pyrotechnics and Special Effects (Theatrical)	\$165
Pyroxylin Plastics	\$165
Refrigeration Equipment	\$165
Repair Garages	\$165
Rooftop Heliport	\$165
Spraying or Dipping	\$165
Storage of Scrap Tires and Tire Bi-products	\$165
Temporary Membrane Structures and Tents	\$165
Tire-rebuilding Plants	\$165
Waste Handling	\$165
Wood Products	\$165
Cannabis Permit Fees **	
Cultivation**	\$165
Distribution**	\$165
Manufacturing**	\$165
Testing Labs**	\$165

Training

NFA Courses - weighted cost of instructor
SFM Courses - weighted cost of instructor
Other Courses/training - weighted cost of instructor

Emergency Response

Miscellaneous - State OES rate
Contract aid (CDF, NPS, BLM, USFS, OES) - State OES rate

* Fee moved over from PRMD

** New Fee



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 31d
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 9, 2017

Vote Requirement: Majority

Department or Agency Name(s): Permit Sonoma (Permit and Resource Management Department)

Staff Name and Phone Number:

Regina De La Cruz 707-565-2296

Supervisorial District(s):

All

Title: Permit Sonoma (Permit and Resource Management Department) Fee Ordinance

Recommended Actions:

Adopt an ordinance adjusting and adding fees for development applications, permits, and services provided by the Permit and Resource Management Department in order to cover the reasonable costs of providing the related services.

Executive Summary:

Permit and Resource Management Department (Permit Sonoma) provides land use planning and permitting services for the unincorporated areas of Sonoma County. Fees for most services are charged at a flat-rate based on the average number of hours it takes staff to perform the service, multiplied by the hourly staff rate. The number of hours required for various services is reviewed regularly to ensure that the fees are neither over-recovering nor under-recovering the cost of providing the service. Data for this analysis is obtained from Permit Sonoma's permit tracking and cost accounting systems. Permit Sonoma's new permit tracking system, Accela Automation, has improved and enhanced the department's ability to capture and track costs more efficiently and accurately.

Discussion:

Fee Based Services: The Board has historically approved an annual labor cost increase allowing the department to keep up with rising costs for fee based services. Permit Sonoma is not requesting a cost of living adjustment for FY17-18 but will work on labor hour fee and time studies for FY18-19. This fee and time study will be supported by the data available due to the newly-implemented technology (discussed below), and take into account efficiencies achieved due to the technology.

County Counsel Hourly Rate: In order to cover the reasonable costs to review large projects such as discretionary use permits, County Counsel's hourly rate has increased from \$254 to \$256. The hourly rate is billed in increments of quarter hours.

Technology Enhancement Fee:

One of Permit Sonoma's long-standing goals has been to improve efficiencies and customer service through the expanded use of technology. A new technology enhancement fee was approved in FY 04-05 to allow Permit Sonoma to acquire the hardware and software needed to develop technology-related customer service enhancements for on-line permitting, automation of inspection and building permit scheduling and status inquiry, and improved access to Geographic Information Systems (GIS) data. Funds generated by the fee were also used to cover the cost of extra help and limited term positions required to implement our technology enhancements, thus eliminating our reliance on the general fund to achieve our technology goals. The technology that was implemented with the introduction of the Tech Enhancement Fee was a game changer at its time and included:

- The implementation of online over the counter permits
- New microfiche readers
- Customer queuing system (Q-flow)
- Automated telephone inspection scheduler
- Various online Geographic Information Systems viewers
- Office equipment upgrades
- New permitting system, Accela Automation
- Staff to support implemented technology and data analysis

In 2013, however, it became clear that this added technology was built around an aging permitting system that had become obsolete. For the past few years the department has focused its attention on updating our information systems infrastructure with our project to implement a new permitting system. This project replaced our outdated legacy system (Permits Plus) with a modern and expandable system (Accela Automation). The Tech Enhancement Fee was the primary source of funding for this project including the Limited Term staffing that was brought in for implementation. With this foundation now in place, we turn our attention to our immediate efforts to expand Accela Automation with the addition of online applications and electronic plan submittals for our entire collection of permit types, completing the digitization and online hosting of our paper files, building civic engagement tools and dashboards that allow for seamless tracking of permit activity and code enforcement cases for the public and county officials alike, and executing technology improvement plans that will serve us well into the future.

The more complex the permit, the more the permit holder benefits from the enhanced technology. The tiers ensure that the permit holders only pay their fair share for the benefits they receive from the enhanced technology. The tiered permit rates and types are as follows:

- Technology Enhancement Fee Permit Tier Type I: Building Permit No Plan Check, Temporary Utilities Addressing Field Review - Building, Office Review - Building, Well and Septic Field Review Field Review - Engineering, Stock Plan, Temporary Structure
- Technology Enhancement Fee Permit Tier Type II: Agricultural Development Permit Level 1, Agricultural Development Permit Level 2, Administrative Design Review, Demolition Permit, Storm Water Permit, Encroachment, Ordinance Determination, Sewer Construction, Sewer Fee Only, Special Event, Voluntary Merger, Zoning Permit, Agricultural Exemption, Pre-Application, Record of Survey, Engineering Project

- Technology Enhancement Fee Permit Tier Type III: Certificate of Compliance - Administrative, Building Permit With Plan Check, Coastal Permit - No Hearing, Lot Line Adjustment, Septic Permit, Vesting Certificate, Water Permit, Well Permit, Zoning Permit, Roiling Permit, Agricultural Preserve, Certificate of Compliance - Conditional, Certificate of Modification, Coastal Permit - With Hearing, Planning Project, Design Review With Hearing, General Plan Amendment, Major Subdivision, Minor Subdivision, Specific Plan Amendment, Use Permit, Variance, Zone Change Amendment, Map, Grading Permit

Proposed Policy Fee Changes:

State Fees

S.M.I.P. (Strong-Motion Instrumentation Program) – 1 to 3 Story Residential (minimum, fee = valuation amount x \$0.0001): The California Department of Conservation, who regulates the Strong Motion Instrumentation and Seismic Hazard Mapping fee (SMIP), passed SB 861 signed into law by Governor Brown on June 20, 2014. The legislation under SB 861 (Chapter 35, Statutes of 2014) has amended Section 2705 of the Public Resources Code to increase the seismic fee for building permits, effective July 1, 2014. This fee has increased for building permits, to provide for increased mapping of faults. For the previous 2 fiscal years as well as the current fiscal year, we have been charging less than the amount required by the State. Staff proposes increasing the fee to recover the cost to provide this service as authorized by State law. This fee increase is necessary to recover the reasonable costs of providing the service and provide this benefit to each of the fee payors. The amount proposed adjusts from “valuation amount x \$0.0001” to “valuation amount x \$0.00013”. Fee item 0050.

S.M.I.P. (Strong-Motion Instrumentation Program) – Other (minimum, fee = valuation amount x \$0.00021) The California Department of Conservation, who regulates the Strong Motion Instrumentation and Seismic Hazard Mapping fee (SMIP), passed SB 861 signed into law by Governor Brown on June 20, 2014. The legislation under SB 861 (Chapter 35, Statutes of 2014) has amended Section 2705 of the Public Resources Code to increase the seismic fee for building permits, effective July 1, 2014. This fee has increased for building permits, to provide for increased mapping of faults. For the previous 2 fiscal years as well as the current fiscal year, we have been charging less than the amount required by the State. Staff proposes increasing the fee to recover the cost to provide this service as authorized by State law. This fee increase is necessary to recover the reasonable costs of providing the service and provide this benefit to each of the fee payors. The amount proposed adjusts from “valuation amount x \$0.00021” to “valuation amount x \$0.00028”. Fee item 0051.

Well & Septic Fees

Review of Commercial Consultant Findings Report (New Fee): This is a new fee request. The Well & Septic Section has conducted a review of fees during FY16-17 and determined that the cost of providing the service of reviewing Commercial Finding Reports is not being recovered. This fee would recover revenue in an amount necessary to recover the reasonable cost to review finding reports for Commercial projects. Customers create these reports which contain information regarding the history of

the property and septic system, age and condition of septic system, adequacy and classification of septic system type, and recommendations for use or replacement.

Staff estimates average time to complete this type of review is 3.5 hours. Staff proposes setting this fee at \$472.50 which is equal to the at cost rate for an Environmental Health Specialist at \$135 an hour. Staff will continue to review these fees to ensure they reflect the actual cost to provide this service.

Additional Plan Check/Revision Review (1/2-hour minimum, \$135 per hour) (Fee Description Change and New Fee Item): This is a fee description change and a new fee item request. The Well & Septic Section has conducted a review of fees during FY16-17 and determined that separating fee items would create consistency. The fee change is an attempt to be consistent with how other divisions within the department charge fees for additional plan check work related to revisions to issued permit, which is a more accurate method to account for the differences between projects. This fee is currently charged as “Recheck/Re-inspection Fee” which is a flat fee of \$186.00. We are requesting the ability to charge per half hour minimum, based upon the Environmental Health Specialist at cost hourly rate of \$135 an hour. Fees assessed would be based on actual work performed. Staff proposes changing the description to “Additional Plan Check/Revision Review”.

Re-check/Re-inspection Fee (New Fee Item and Fee Description Change): This is a fee description change and a new fee item number request. The Well & Septic Section has conducted a review of fees during FY16-17 and determined that adjusting the name of this fee and the manner in which it is charged will deliver a clear description to customers who pay the fee. The goal of this change is to be clearer in the description as well as to be consistent with how other divisions within the department charge fees for re-inspection services beyond those typical covered with permit fees such as multiple site visits to verify compliance with correction notices. Staff proposes changing the description to “Re-inspection” (1-hour minimum, \$135 per hour). Fees assessed would be based on actual work performed. This fee is currently charged at \$186.00 per unit based upon the Environmental Health Specialist at cost hourly rate of \$135 an hour. Current Fee Item 0378.

Monitoring Wells – Unit fee for >6 (per unit) (Fee Adjustment): This is a correction and an adjustment. The Well & Septic Section has conducted a review of fees during FY16-17 and determined that this fee was inadvertently adjusted down instead of adjusting to the new amount per the Cost of Living (COLA) increase for FY16-17. This fee is related to work required to review each additional monitoring well beyond the base fee rate which includes up to six monitoring wells and is set to recover the reasonable cost of providing this service. Staff proposes correcting this fee by changing it from \$49.00 to \$85.00. Current Fee Item 0403.

Well Ordinance Waiver (Fee Description Change): This is a fee description change. The Well & Septic Section has conducted a review of fees during FY16-17 and determined that adjusting the name of this fee will deliver a clear description to customers who pay the fee. The proposed name change is to be consistent with our newly adopted Onsite Wastewater Treatment Systems Manual. . The services provided for this fee include processing requests for variances to county well standards contained in Chapter 25B, reviewing well documents and reports prepared by PRMD customers, conducting a site evaluation, meeting and corresponding with project proponents, and making a determination of approval or denial of the variance request. Staff proposes changing the description to “Well Ordinance Variance”. This will not result in a fee increase.

Liquid Waste Administrative Waiver (Fee Description Change): This is a fee description change. The Well & Septic Section has conducted a review of fees during FY16-17 and determined that adjusting the name of this fee will deliver a clear description to customers who pay the fee. The proposed name change is to be consistent with our newly adopted Onsite Wastewater Treatment Systems Manual. The services provided for this fee include processing requests for variances to county septic standards for septic permits on developed land where there is no increase in waste flow or change in use, establishing appropriate mitigation measures, meeting and corresponding with project proponents, and making a determination of approval or denial of the variance request. Staff proposes changing the description to “Administrative Variance”. This will not result in a fee increase.

Findings Report (Fee Description Change): This is a fee description change. The Well & Septic Section has conducted a review of fees during FY16-17 and determined that adjusting the name of this fee will deliver a clear description to customers who pay the fee. In addition, changing the description of this fee will distinguish this fee from other fees relative to findings reports. The services provided for this fee include work performed by staff to research a property’s history and related septic system records, conduct a site evaluation, and determine the condition and classification of septic system type of system. Staff proposes changing the description to “Findings Report Performed by Staff”. This will not result in a fee increase.

Review of Consultant Findings Report (Fee Description Change): This is a fee description change. The Well & Septic Section has conducted a review of fees during FY16-17 and determined that adjusting the name of this fee will deliver a clear description to customers who pay the fee. The services provided for this fee include reviewing reports prepared by Registered Environmental Health Specialists or Civil Engineers for residential properties and their related septic systems, verifying validity of reports by researching county records, meeting and corresponding with project proponents, and making a determination of approval or denial of the reports. Staff proposes changing the description for added clarity for this task. Proposed new description is “Review of Residential Consultant Findings Report”. This will not result in a fee increase.

Basin Plan Waiver (Fee Description Change): This is a fee description change. The Well & Septic Section has conducted a review of fees during FY16-17 and determined that adjusting the name of this fee will deliver a clear description to customers who pay the fee. The services provided for this fee include processing requests for variances to county septic standards for septic permits on undeveloped land or developed land where there is an increase in waste flow, establishing appropriate mitigation measures, meeting and corresponding with project proponents, and making a determination of approval or denial of the variance request. Staff proposes to change the description to improve clarity of this fee and consistency with Onsite Wastewater Treatment Systems Manual. Staff proposes to change description to “Formal Variance”. This will not result in a fee increase.

Operational Permit – Package Treatment Plant/Community Wastewater (per Equivalent Single-Family Dwelling) (Fee Description Change): This is a fee description change. The Well & Septic Section has conducted a review of fees during FY16-17 and determined that adjusting the name of this fee will deliver a clear description to customers who pay the fee. Staff proposes to change the description to improve clarity of this fee and consistency with Onsite Wastewater Treatment Systems Manual. New regulations shifted previous State responsibility for systems generating 1500 or more gallons per day to County. Staff proposes changing the description to “Operational Permit – Package Treatment

Plant/Community System/High Flow System (1500 or more gallons per day) (per Equivalent Single-Family Dwelling)". This will not result in a fee increase.

Package Treatment Plant/Community System (at cost*, minimum deposit) (Fee Description Change):

This is a fee description change. The Well & Septic Section has conducted a review of fees during FY16-17 and determined that adjusting the name of this fee will deliver a clear description to customers who pay the fee. Staff proposes to change the description to improve clarity of this fee and consistency with Onsite Wastewater Treatment Systems Manual. New regulations shifted previous State responsibility for systems generating 1500 or more gallons per day to County. Staff proposes changing the description to "Package Treatment Plant/Community System/High Flow System (1500 or more gallons per day) (at cost*, minimum deposit) (plan check and permit fees included)". This will not result in a fee increase.

Engineering Fees

Review of Assessment District Changes (New Fee): This is a new (re-established) fee request. The Engineering Section has conducted a review of fees during FY16-17 and determined the proposed new fee should be added back to our fee schedules. In 2010 the fee for an "Assessment District Segregation" or review of documents related to assessment district changes such as annexations maps and legal descriptions was removed from the fee schedule. Permit Sonoma has experienced an increase in the requests for these services and according to the Local Agency Formation Commission (LAFCO), we should continue to expect an increase in assessment district changes. In 2010, the cost to provide this service was \$1325.00. The same amount of time is expected to review documents related to assessment district changes. Permit Sonoma recommends taking the base fee that had previously been calculated to recover the cost of providing this service, and adding the subsequent years COLA to reflect the reasonable cost to provide this service which would be \$1410.00.

Bell Hole for Natural Gas Service (up to four (4) bell holes within 1,000 feet on the same street or road) (Fee Description Change): This is a fee description change. The Engineering Section has conducted a review of fees during FY16-17 and determined that adjusting the name of this fee will deliver a clear description to customers who pay the fee. In addition, the proposed description change is to clarify that this type of service is for all utilities in the public right-of-way not just for natural gas pipelines. The services provided for this fee include processing encroachment permit applications for various utility construction work in the public right-of-way, determining permit conditions for the proposed work, communicating and corresponding with project proponents, and issuing encroachment permits. Staff proposes a new description of "Bell Hole for Utility Service (up to four bell holes within 1,000 feet on the same street or road)". This will not result in a fee increase.

Encroachment Inspection – Natural Gas Pipeline Service; Curb, Gutter & Sidewalk; Paving Improvements (per first 100 lineal feet) (Fee Description Change): This is a fee description change. The Engineering Section has conducted a review of fees during FY16-17 and determined that adjusting the name of this fee will deliver a clear description to customers who pay the fee. In addition, the proposed description change is to clarify that this type of service is for all utilities in the public right-of-way not just for natural gas pipelines. The services provided for this fee include performing inspections for multiple types of work conducted in the in the public right-of-way, including various utility construction work, to ensure compliance with county standards and permit conditions. Staff proposes a new description of

“Encroachment Inspection – Utility Service; Curb, Gutter & Sidewalk; Paving Improvements (per first 100 lineal feet)”. This will not result in a fee increase.

Corner Record (2-sided, 1-sheet only) (State set rate):

As authorized by B&P 8773.2(e), the County Surveyor is authorized to recover a charge for examining, indexing and filing a corner record in an amount not to exceed the current Recorder fee of \$17. The cost to provide this service is far greater than the \$17 authorized by state law. Permit Sonoma has reviewed the cost to provide this service and recommends increasing the fee to \$17. The services provided for this fee include work performed by the County Surveyor to exam and file any corner record submitted to the County Surveyor, as mandated by state law. As authorized by state law.

Planning Fees

Use Permits Level I (at cost) (Fee Adjustment and Fee Description Change): This is a fee description change and an adjustment in how the fee will be charged. The Planning Project Review Section has conducted a review of fees during FY16-17 and determined that adjusting the name of this fee will deliver a clear description to customers who pay the fee. Changing the description of the fee will better reflect the broad range of Minor Use Permit application types (Fence Exceptions, Cannabis, etc.) processed as hearing waivers. This fee is to be converted to At Cost because some of these applications require a hearing requested by the public. Converting the fee to At Cost is necessary to fully recover all labor costs associated with processing the use permit. This fee modification is intended to be consistent with recent Board adopted Zoning Code amendments to regulate medical cannabis, in addition to other use permit application types such as an exception to fence setback standards. This fee is at cost. If billable hours exceed the application fee, the applicant is billed by PRMD. Staff proposes to change this fee’s description to “Use Permit – Minor Level II with Hearing Waiver (at cost*, minimum fee)”. Staffs proposed fee is \$2,800; 20 hours based upon the Planner I/II at cost hourly labor rate of \$130 and 2.5 of Clerical at cost hourly labor rate of \$86.

Use Permit Level II (including Planned & Precise Dev. Plan, Surface Mining) (at cost, min deposit) (Fee Adjustment and Fee Description Change): This is a fee description change and an adjustment in how the fee will be charged. The Planning Project Review Section has conducted a review of fees during FY16-17 and determined that adjusting the name of this fee will deliver a clear description to customers who pay the fee. This fee should be modified to better reflect the broad range of Conditional Use Permit application types that require a public hearing. This application type is described in the recently adopted Zoning Code standards for medical cannabis as a “Conditional Use Permit” within existing previously developed areas or legally established structures build prior to January 1, 2016. This fee is also At Cost to recover staff labor costs. The fee is based on the average time expected to process such permits. Staff proposes changing the fee description to “Use Permits Level I (at cost*, minimum fee)”. Staffs proposed fee is \$3,000; 19 hours based upon the Planner III at cost hourly labor rate of \$149 and 2.5 of Clerical at cost hourly labor rate of \$86.

Zoning Permit Level III (with Posting/Notice) (Fee Adjustment and Fee Description Change): This is a fee description change and an adjustment in how the fee will be charged. The Planning Project Review Section has conducted a review of fees during FY16-17 and determined that adjusting the name of this fee will deliver a clear description to customers who pay the fee. This fee should be reduced in cost to more accurately reflect the average time to provide this service. Staff proposes changing the description

to “Zoning Permit Level III (with posting/notice, i.e. Cultural Event)”. Staff’s proposed fee would adjust and reduce to \$822; 5 hours based on the Planner I/II at cost hourly labor rate of \$130 and 2 hours of Clerical at cost hourly labor rate of \$86.

Zoning Permit Level IV (with Posting/Notice) (Fee Adjustment): This is a fee adjustment in how the fee will be charged. The Planning Project Review Section has conducted a review of fees during FY16-17 and determined that adjusting the fee will fully recover costs to provide this service. This fee will be used primarily for processing “Indoor Cultivation – Cottage” and “Mixed Light Cultivation – Cottage”. Staffs proposed fee would adjust to \$2,512; 18 hours of Planner I/II at cost hourly labor rate of \$130 and 2 hours of Clerical at cost hourly labor rate of \$86.

Zoning Permit Level II (with noticing, including Vacation Rentals) (Fee Description Change): This is a fee description change. The Planning Project Review Section has conducted a review of fees during FY16-17 and determined that adjusting the name of this fee will deliver a clear description to customers who pay the fee. This description change consolidates fees “Level II Zoning Permit Level II (e.g. Vacation Rentals, accessory structures, revision, condition compliance, renewal, extension of time)” which is also listed as Fee Item 1166. Staff proposes to remove “Zoning Permit Level II (No notice)”. This will not result in a fee increase.

Use Permit Level II (including Planned & Precise Dev Plan, Surface Mining) (at cost, min. deposit) (Fee Description Change): This is a fee description change. The Planning Project Review Section has conducted a review of fees during FY16-17 and determined that adjusting the name of this fee will deliver a clear description to customers who pay the fee. This fee description should be modified to better reflect the broad range of Conditional Use Permit application types that require a public hearing. Staff proposes changing the description to “Use Permits Level II (e.g. Winery, Mining, Cannabis) at cost*, minimum fee)”. This will not result in a fee increase.

Use Permit – Minor with Hearing Waiver (now includes second dwelling units 8411-1000 sq. ft. (at cost*, min deposit) (Fee Description Change): This is a fee description change. The Planning Project Review Section has conducted a review of fees during FY16-17 and determined that adjusting the name of this fee will deliver a clear description to customers who pay the fee. This fee title should be modified to better reflect the broad range of Minor Use Permit application types (Fence exceptions, Cannabis, etc.) processed as hearing waivers. Staff proposes changing the description to “Use Permit – Minor Level I with Hearing Waiver, time extension, renewal (at cost*, minimum fee)”.

Zoning Permit Level II (no notice) (Fee Elimination, Consolidation and Description Change): This is a fee elimination and consolidation change because there are currently two fee items identified as Fee Item 1166 (Zoning Permit Level II (no notice) \$615, and Zoning Permit Level II (with noticing, including Vacation Rentals) \$704. Staff recommends eliminating the second fee and consolidating it with the first plus provide a better fee description. The Planning Project Review Section has conducted a review of fees during FY16-17 and determined that consolidating this fee item will better identify and bring more clarity for customers who pay the fee. Staffs proposed consolidation description is “Zoning Permit Level II (e.g. Vacation Rentals, accessory structures, revision, condition compliance, renewal, extension of time)”.

Zoning Permit with Posting Revision to File/Extension of Time): (Fee Elimination and Consolidation Change): This is a fee elimination and consolidation change. It should also be consolidated into the

above Fee Item 1166 consolidation. As described above, the revised Fee Item #1166 fee description has been revised to describe a variety of Planning application types that include tasks that include “Vacation Rentals, accessory structures, revision, condition compliance, renewal, extension of time)”. The Planning Project Review Section has conducted a review of fees during FY16-17 and determined that consolidating this fee item will better identify and bring more clarity for customers who pay the fee. Staff proposes to eliminate this fee as it is consolidated into Fee Item 1166. Only one of these fee items is necessary and this redundancy can be eliminated.

Prior Board Actions:

4/26/16 – Ordinance adding new fees and adjusting fees for certain development applications, permits, and services provided by PRMD in order to cover the costs of providing the related services for FY2016-17 and Ordinances setting sewer permit, plan check, and inspection fees for County sanitation districts/zones for FY2016-17.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Continue to provide orderly land use and permitting services to the unincorporated areas of Sonoma County.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		\$7,900	
Additional Appropriation Requested			
Total Expenditures		\$7,900	

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other		\$7,900	
Use of Fund Balance			
Contingencies			
Total Sources		\$7,900	

Narrative Explanation of Fiscal Impacts:

All fee amendments will be effective beginning July 8, 2017 for fiscal year FY17-18. The overall financial effect is minor. The total cumulative effect of fee changes is projected to be \$7,900, including \$2,380 increase from a correction in pass-through fees that are collected and paid over quarterly to the State of California for their Strong Motion Instrumentation Program. Total Strong Motion Instrument Program pass-through revenue projected for FY17-18 is \$46,240. Total permit fee revenue expected for the department including charges is \$11,228,742. Total revenue from all sources including grants, charges for services, and transfers is \$ 20,674,415.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<ol style="list-style-type: none"> 1. Permit Sonoma Agenda Summary 2. Permit Sonoma Fees Cover Sheet and Fees Detailed Summary 3. Permit Sonoma Fee Ordinance and Exhibit A 			
Related Items "On File" with the Clerk of the Board:			

Reference Number	Fee Description (Short)	Requirement to Adjust Fee (Resolution or Ordinance)	FY 2015-16 Units	Anticipated Units, FY 2017-18	Current Fee Amount	Proposed Fee Amount	Change in Fee	Proposed Effective Date	Additional Revenue Expected**	Last Date Fee Changed	Amount Prior to Last Change	Actual Cost of Providing Service
PRMD Services - Other												
2052	County Counsel	Ordinance	0	0	\$ 254.00	\$ 256.00	1%	7/1/2017	\$ -	7/1/2016	\$231.00	\$ 256.00
0140	Technology Enhancement Fee - Tier & Type I, Tier & Type II, and Tier & Type III	Ordinance	11725	11725	\$4, \$18, & \$48	\$4, \$18, & \$48	0%	7/8/2017	\$ -	7/1/2016	\$4, \$18, & \$48	\$4, \$18, & \$48
State Building Fees												
0050	S.M.I.P. (Strong-Motion Instrumentation Program - 1 to 3 Story Residential)	Ordinance	2886	2958	Project Valuation x 0.0001	Project Valuation x 0.00013	30%	7/8/2017	\$ 2,020.47	7/1/2016	\$0.50	Project Valuation x 0.00013
0051	S.M.I.P. (Strong-Motion Instrumentation Program - Other)	Ordinance	364	373	Project Valuation x 0.00021	Project Valuation x 0.00028	33%	7/8/2017	\$ 359.67	7/1/2016	\$0.50	Project Valuation x 0.00028
Well and Septic Fees												
New Fee	Review of Commerical Findings Report	Ordinance	N/A	5	N/A	\$472.50	N/A	7/8/2017	\$ 2,362.50	7/1/2016	N/A	\$ 472.50
New Fee	Additional Plan Check/Revision Review	Ordinance	N/A	123	N/A	\$67.50 per 1/2 hour	N/A	7/8/2017	\$ -	7/1/2016	N/A	\$67.50 per 1/2 hour
0378	Recheck/Reinspection Fee	Ordinance	45	46	\$ 186.00	\$135 per hour	N/A	7/8/2017	\$ (8,370.00)	7/1/2016	\$179.00	\$135 per hour
0403	Monitoring Wells - Unit fee for >6 (per unit)	Ordinance	4	4	\$ 49.00	\$ 85.00	73.47%	7/8/2017	\$ 144.00	7/1/2016	\$82.00	\$ 87.75
0393	Well Ordinance Waiver	Ordinance	0	0	\$ 327.00	\$ 327.00	0	7/8/2017	\$ -	7/1/2016	\$315.00	\$ 337.50
0400	Liquid Waste Administrative Waiver	Ordinance	20	21	\$ 62.00	\$ 62.00	0	7/8/2017	\$ -	7/1/2016	\$60.00	\$ 67.50
0376	Findings Report	Ordinance	7	7	\$ 546.00	\$ 546.00	0	7/8/2017	\$ -	7/1/2016	\$525.00	\$ 567.00
0354	Review of Consultant Findings Report (minimum)	Ordinance	250	256	\$ 135.00	\$ 135.00	0.00%	7/8/2017	\$ -	7/1/2016	\$133.00	\$ 135.00
0364	Basin Plan Waiver	Ordinance	43	44	\$ 553.00	\$ 553.00	0	7/8/2017	\$ -	7/1/2016	\$532.00	\$ 553.00
0389	Operational - Package Treatment Plant/Community Wastewater (per ESD)	Ordinance	0	0	\$ 111.00	\$ 111.00	0	7/8/2017	\$ -	7/1/2016	\$ 111.00	\$ 135.00
0404	Package Treatment Plant/Community System (at cost*, min deposit)	Ordinance	1	1	\$ 5,314.00	\$ 5,314.00	0	7/8/2017	\$ -	7/1/2016	\$5,110.00	\$ 5,332.50
Engineering Fees												
New Fee	Review of Assessment District Changes	Ordinance	N/A	8	N/A	\$ 1,410.00	N/A	7/8/2017	\$ 11,280.00	7/1/2016	N/A	\$ 1,426.00
0420	Bell Hole for Natural Gas Service (up to four (4) bell holes within 1,000 feet on the same street or road)	Ordinance			\$ 390.00	\$ 390.00	0	7/8/2017	\$ -	7/1/2016	\$375.00	\$ 396.80
0420	Engineering Inspection - Natural Gas Pipeline Service	Ordinance			\$ 1,016.00	\$ 1,016.00	0	7/8/2017	\$ -	7/1/2016	\$977.00	\$ 1,016.80
0602	Corner Record (2-sided, 1- sheet only)	Ordinance	100	103	\$ 16.00	\$ 17.00	6.25%	7/8/2017	\$ 103.00	7/1/2016	\$13.00	\$140
Planning Project Review Fees												
1130	Use Permits Level I (at cost*, minimum fee)	Ordinance	20		\$ 3,039.00	\$ 2,800.00	-8.54%	7/8/2017	\$ -	7/1/2016	\$ 2,923.00	\$ 2,815.00
1131	Use Permit Level II (including Planned & Precise Dev. Plan, Surface Mining) (at cost, min deposit)	Ordinance	25		\$ 7,584.00	\$ 3,000.00	-153%	7/8/2017	\$ -	7/1/2016	\$ 7,293.00	\$ 3,046.00
1160	Zoning Permit Level III (with Posting/Notice)	Ordinance	4		\$ 1,720.00	\$ 822.00	-109%	7/8/2017	\$ -	7/1/2016	\$ 1,654.00	\$ 822.00
1167	Zoning Permit Level IV (with Posting/Notice)	Ordinance	11		\$ 539.00	\$ 2,512.00	366%	7/8/2017		7/1/2016	\$ 519.00	\$ 2,512.00
1166	Zoning Permit Level II (with noticing, including Vacation Rentals)" to "Zoning Permit Level II (No Notice)	Ordinance	476		\$ 704.00	\$ 615.00	-14.50%	7/8/2017	\$ -	7/1/2016	\$ 592.00	\$ 625.80
1132	Use Permit Level II (including Planned & Precise Dev Plan, Surface Mining) (at cost, min. deposit)	Ordinance	0		\$ 7,761.00	\$ 7,761.00	0%	7/8/2017	\$ -	7/1/2016	\$ 7,463.00	\$ 7,822.50
1142	Use Permit - Minor with Hearing Waiver Waiver (now includes second dwelling units 8411-1000 sq. ft. (at cost*, min deposit)	Ordinance	2		\$ 957.00	\$ 957.00	0	7/8/2017	\$ -	7/1/2016	\$ 921.00	\$ 968.50
1166	Zoning Permit Level II (e.g. Vacation Rentals, accessory structures, revision, condition compliance, renewal, extension of time)	Ordinance	476		\$ 615.00	\$ 615.00	0	7/8/2017	\$ -	7/1/2016	\$ 592.00	\$ 615.00
1168	Zoning Permit with Posting Revision to File/Extension of Time	Ordinance	1		\$ 565.00	\$ -	-	7/8/2017		7/1/2016	\$ 544.00	-
									\$ 7,899.64			

*Please cite all applicable sections.

**Please explain if not equal to the difference between proposed and current fee times the expected volume of fees.

0050 Explanation: In 15-16 PRMD received \$23,336.44 over 2,886 permits. (23,336.44 x 2,886 x 0.00003 = \$2,020.47)

0051 Explanation: In 15-16 PRMD received \$14,115.80 over 364 permits. (\$14,115.80 x 364 x 0.00007 = 359.67)

ORDINANCE NO. ()

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ADJUSTING AND INCREASING FEES OF THE PERMIT AND RESOURCE MANAGEMENT DEPARTMENT EFFECTIVE JULY 10, 2017, FOR THE FOLLOWING SERVICES: (1) BUILDING PLAN CHECK AND INSPECTION; (2) ENGINEERING; (3) PROJECT REVIEW; (4) WELL AND SEPTIC; AND (5) OTHER PLANNING AND PERMITTING SERVICES.

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

Section I. The California Constitution, Government Code, Health and Safety Code and Sonoma County Code Chapters 1, 7, 11, 15, 24, 25 and 26 authorize the establishment of fees to recover the estimated reasonable cost of providing services indicated therein relative to the processing of land-use planning and development applications and permits.

Section II. In order to recover the reasonable increased cost of providing certain services through the Permit and Resource Management Department and charges imposed as a condition of property development, it is necessary to add and adjust fees as set forth in **Exhibit A** attached hereto and incorporated herein as though set forth in full, commencing July 1, 2017. Increases include adding new Storm Water Post-Construction Low Impact Development Monitoring and Review of Consultant Findings Report fees; increases in County Counsel Referral, Corner Record, Zoning Permit Level IV (with posting), Use Permit Level I, and Use Permit Level II; adjustment of Recheck/Reinspection, Zoning Permit Level III (with posting), Assessment District Segregations, Monitoring Wells, Building Permit, and SMIP fees; splitting of the Package Treatment Plant/Community System/High Flow System into Plan Check and Inspection fees; and other minor deletion and edits of fees.

Section III. The Board hereby finds that the California Environmental Quality Act does not apply to the changes pursuant to this ordinance as such fees are for the purpose of meeting operating expenses (Public Resources Code Section 21080; Title 14, California Code of Regulations, Section 15273).

Section IV. Based on information presented to this Board, this Board finds that the proposed fees comply with all legal requirements, including Art. XIII C of the California Constitution.

Section V. Fee reductions based on updated cost data may be implemented by the Board of Supervisors by Resolution.

Section VI. If any section, subsection, sentence clause or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section VII. This ordinance shall be and the same is hereby declared to be in full force and effect from and after sixty (60) days after the date of its passage or July 10, 2017, whichever is greater, and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma adopted this 9th day of May, 2017, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: ___ Rabbitt: ___ Gore: ___ Hopkins: ___ Zane: ___

Ayes: _____ Noes: _____ Absent: _____ Abstain: _____

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Sheryl Bratton,
Clerk of the Board of Supervisors

Permit Sonoma (Permit & Resource Management Department)**PRMD Services****Other**

2052	County Counsel	.....	\$ 256.00
0140	Technology Enhancement Fee Permit Tier Type I: Building Permit No Plan Check (BLD), Temporary Utilities (TEM), Addressing (ADD), Field Review - Building (BSR), Office Review - Building (BSR), Well and Septic Field Review (WSR), Field Review - Engineering (ESR), Stock Plan (STK), Temporary Structure (TEM)	.....	\$ 4.00
0140	Technology Enhancement Fee Permit Tier Type II: Agricultural Development Permit Level 1 (ACO), Agricultural Development Permit Level 2 (ACO), Administrative Design Review (ADR), Demolition Permit (DEM), Storm Water Permit (STW), Encroachment (ENC), , Ordinance Determination (ORD), Sewer Construction (SEW), Sewer Fee Only (SEW), Special Event (SPE), Voluntary Merger (VMG), Zoning Permit (ZPE), Agricultural Exemption (AEX), Pre-Application (PRE), Record of Survey (ROS), Engineering Project (ENP)	.....	\$ 18.00
0140	Technology Enhancement Fee Permit Tier Type III: Certificate of Compliance - Administrative (ACC), Building Permit With Plan Check (BLD), Coastal Permit - No Hearing (CPN), Lot Line Adjustment (LLA), Septic Permit (SEP), Vesting Certificate (VES), Water Permit (WAT), Well Permit (WEL), Zoning Permit (ZPE), Roiling Permit (ROI), Agricultural Preserve (AGP), Certificate of Compliance - Conditional (CCC), Certificate of Modification (CMO), Coastal Permit - With Hearing (CPH), Planning Project (PLP), Design Review With Hearing (DRH), General Plan Amendment (GPA), Major Subdivision (MJS), Minor Subdivision (MNS), Specific Plan Amendment (SPA), Use Permit (UPE), Variance (VAR), Zone Change Amendment (ZCE), Map (SUR), Grading Permit (GRD)	.....	\$ 48.00
	Strong-Motion Instrumentation Program (SMIP) Fees pursuant to California Codes, Public Resources Code Section 2700-2709.1		
0050	S.M.I.P. (Strong-Motion Instrumentation Program) - 1 to 3 Story Residential (minimum, fee = valuation amount x \$0.00013)	.....	\$ 0.50
0051	S.M.I.P. (Strong-Motion Instrumentation Program) - Other (minimum, fee = valuation amount x \$0.00028)	.....	\$ 0.50

Well & Septic Fees and Services

New	Review of Commercial Consultant Findings Report	.....	\$ 472.50
New	Additional Plan Check/Revision Review (1/2-hour minimum, \$135 per hour)	.....	\$ 135.00
0378	Re-inspection Fee (1-hour minimum, \$135 per hour)	.....	\$ 135.00
0403	Monitoring Wells - unit fee for >6 (per unit)	.....	\$ 85.00
0393	Well Ordinance Variance	.....	\$ 327.00
0400	Administrative Variance	.....	\$ 62.00
0376	Findings Report Performed by Staff	.....	\$ 546.00
0354	Review of Residential Consultant Findings Report	.....	\$ 135.00
0364	Formal Variance	.....	\$ 553.00

0389	Operational Permit – Package Treatment Plant/Community System/High Flow System (1500 or more gallons per day)(per ESD)	..... \$ 111.00
0404	Package Treatment Plant/Community System/High Flow System (1500 or more gallons per day) (at cost*, minimum deposit) (plan check and permit fees included)".	..... \$ 5,314.00
Engineering Fees and Services		
New	Review of Assessment District Changes	..... \$ 1,410.00
0420	Bell Hole for Utility Service (up to four bell holes within 1,000 feet on the same street or road)	..... \$ 390.00
0420	Encroachment Inspection – Utility Service; Curb, Gutter & Sidewalk; Paving Improvements (per first 100 lineal feet)	..... \$ 1,016.00
0420	Per additional 100 feet or fraction thereof	..... \$ 507.00
0602	Corner Record (2-sided, 1-sheet only)	..... \$ 17.00
Planning Project Review Fees and Services		
1130	Use Permit – Minor Level II with Hearing Waiver (at cost*, minimum fee)	..... \$ 2,800.00
1131	Use Permits Level I (at cost*, minimum fee)	..... \$ 3,000.00
1160	Zoning Permit Level III (with posting/notice, i.e. Cultural Event)	..... \$ 822.00
1167	Zoning Permit Level IV (with posting/notice)	..... \$ 2,512.00
1166	Zoning Permit Level II (with noticing, including Vacation Rentals)	..... \$ 615.00
1132	Use Permits Level II (e.g. Winery, Mining, Cannabis) (at cost*, minimum fee)	..... \$ 7,761.00
1142	Use Permit – Minor Level I with Hearing Waiver, time extension, renewal (at cost*, minimum fee)	..... \$ 957.00
1166 - Eli	Zoning Permit Level II (with Noticing, including Vacation Rentals)	..... \$ 0.00
1168 - Eli	Zoning Permit with Posting Revision to File / Extension of Time	..... \$ 0.00



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 31e
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of the County of Sonoma

Board Agenda Date: May 9, 2017

Vote Requirement: Majority

Department or Agency Name(s): Probation

Staff Name and Phone Number:

David Koch

Supervisorial District(s):

Title: Resolution adopting fee increases for the Probation Department

Recommended Actions:

Adopt Resolution increasing certain fees charged by the Probation Department effective July 1, 2017.

Executive Summary:

Sonoma County Probation Department requests the Board approve a resolution (Attachment 1) to increase selected fees collected by the Probation Department and to introduce a new fee. The Probation fees which had not already reached statutory maximums were increased by 2.1%-3.4% in order to keep pace with increases to the cost to the Department of providing services. A cost analysis was performed to ensure that the recommended rates did not exceed the actual average cost to provide the associated services, as required by the Penal and Welfare and Institutions Codes. Fees are imposed for a specific benefit conferred or service provided directly to the payer that is not provided to those not charged, and which do not exceed the reasonable costs to provide the benefit or service.

Discussion:

Estimate of Increased Revenue

The proposed fee rates reflect an overall increase in potential maximum revenue of approximately \$113,367 in FY 17-18. Based on historical collection rates and statutory requirements to collect and distribute victim restitution before other fines and fees, the additional revenue Probation can expect to realize is considerably less than the amount billed. While the collection rate is significantly less than the expected revenue enhancement, the increase in fees still represents less than the actual cost of providing the service to on the affected probation clients. Approval of fee increases are requested to help recover the costs to fund important programs, services and related staff.

The recommended increase to probation fees will not cover all of the costs associated with performing these services, as shown in Exhibit A to the resolution (Attachment 2); however, it is intended to incrementally increase fees to more closely align with the actual cost of providing this service to the payer of the fees. The actual billed revenue is subject to the level ordered by the court. Judges have the

discretion to not impose fees, or adjust fees subject to the client's ability to pay. The Department has delegated authority to perform financial evaluations upon the request of a client or his/her Probation Officer, and modify fees according to staff's determination of a client's ability to pay and rehabilitative case plan goals for the offender.

Population Served

There are several categories of defendants who will be affected by the increases. The Adult Probation Supervision, Jurisdictional Transfer/Interstate Compact Supervision Request Application fees are all charged to adult offenders with grants of probation. The Pre-Sentence Report fee is charged to defendants who have been found guilty, but who have not yet been sentenced. The report created is provided to the Court, as mandated by the Penal Code, to assist with the sentencing process. The Collection Fee is charged for the processing of payments made in installments for Pre-Sentence and Supervision fees. The Installment Payment Fee is charged for the processing of payments made in installments for fines.

The Work Release Application fee is charged to adult offenders who are applying to participate or are participating in Jail Alternative Programs, including Supervised Adult Crews (SAC).

The Juvenile Supervision fee is charged to the parent/guardian of the juvenile participant.

Summary of Probation Fee Changes

California Penal code sections permit a county board of supervisors to impose fees for probation supervision, pre-sentence report preparation, processing of payments made in installments for fines, and other fees to be described below. The fees are charged to Probationers in an effort to recoup a portion of the costs of services, and do not cover all of the actual costs to provide services.

Adult Probation: The fee for Adult Probation Supervision covers the costs of activities to monitor adherence to probation terms and conditions, with the goal of rehabilitation. Activities include ongoing communication with probation clients, and also may include conducting compliance checks and home visits, providing programming and referrals to contracted supportive services, and attending any court hearings. The fee increase for Adult Probation Supervision is 2.9%. For supervision services, the Department utilizes an objective, validated risk and needs assessment tool to examine a probationer's criminogenic risk factors, including an individual's historical background or current behaviors and attitudes which research has shown affect recidivism. The assessment is a more objective measure than a subjective judgment by a probation officer. The results are used for case planning to provide the level of probation supervision appropriate to the likelihood of re-offending.

The Probation Department has examined its adult supervision fee structure (currently \$865 for all levels of supervision) and will now charge supervision fees based upon the risk to re-offend and optimal contact standards: low risk or moderate/high risk.

New Fee: Low Risk adult probationers will be charged a new fee of \$300 per year to reflect the fact that they require fewer services and therefore the costs to supervise this population are significantly reduced.

In contrast, moderate/high risk probationers require more supervision, with probation officers providing greater oversight and intervention. The fee for supervision of moderate/high risk adult probationers

would increase 2.9% to \$890 per year to help recover the higher cost to provide more services. Having two levels of supervision services also offers probationers an incentive for behavior change. A moderate/high risk probationer who chooses to adhere to his/her terms and conditions of probation may be re-assessed and be re-categorized into the low risk supervision category, and as a result be charged the lower supervision fees. Similarly, a low risk probationer who does not adhere to probation terms and conditions may be re-assessed into the moderate/high risk category and be subject to higher levels of supervision and the higher supervision fee.

In addition, the other Adult Probation/Work Release Supervised Adult Crew fees will increase a modest amount, between 2.1% - 3.4%. The fee charged for pre-sentence reports is used to address the costs for investigations and report writing and will increase to \$890 (2.9%). Jurisdictional transfer/interstate compact supervision request application fees are assessed to cover the cost of processing the required documents when a probationer requests a transfer to another county or state. The fees will increase to \$90 (3.4%) for the jurisdictional transfer/interstate compact supervision request application fee. The fee charged for staff time to set up a payment account for collection of pre-sentence and probation supervision fees will increase to \$71 (2.9%). The fee charged to set up a plan for installment payments for fines (not restitution) will increase to \$49 (2.1%).

The fee for a Work Release Application covers the cost for staff to review the application and assess an offender's suitability to serve on a supervised adult crew; the fee will increase to \$90 (3.4%). The total potential increase to billed revenue related to the fee increases for Adult Probation is approximately \$111,867. Details on fee increase amounts and the actual costs to provide services may be seen in Exhibit A (Attachment 2).

Juvenile Probation: The Juvenile Supervision fee addresses the staff costs for ongoing communications with juveniles and their families, providing programming, and attending dispositional hearings. The fee will increase to \$150 (3.4%). The total potential increase to billed revenue related to the fee increase for Juvenile Probation is \$1,500. The actual cost of providing supervision of a juvenile is shown in Exhibit A (Attachment 2).

Exhibit B to the resolution, a Fees Cover Sheet (Attachment 3), provides an itemization of proposed fees to be increased by the Board of Supervisors and collected by the Probation Department and the percentages of the fee increases.

Prior Board Actions:

Annually the Probation Department adjusts and/or adopts new fees during the consolidated Fee Hearing. 06/25/2002 – Resolution No. 02-0712 approving the establishment of fees and procedures for the collection and distribution of payments collected pursuant to restitution orders and related fines and fees.

04/27/2016 – Resolution No. 16-0164 adopting increased fees for Probation Department services

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

Changes proposed in this item support the Probation Department in its continued effort to provide services that contribute to the safety and health of the community.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		1,386,000	1,386,000
Additional Appropriation Requested			
Total Expenditures		1,386,000	1,386,000
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other		1,386,000	1,386,000
Use of Fund Balance			
Contingencies			
Total Sources		1,386,000	1,386,000
Narrative Explanation of Fiscal Impacts:			
<p>There is no impact to the current fiscal year. The Fiscal Summary reflects anticipated revenue from all Probation Fees, to offset associated expenditures. See attached Exhibit B "Fees Cover Sheet" for potential FY 17-18 revenue increases estimated at a maximum of \$113,367 over FY 16-17 levels. Adoption of this fee resolution allows the Probation Department to recover partial costs associated with the performance of services described in this board item. Fee increases are assumed in the FY 17-18 budget.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<p>Attachment 1: Resolution adopting fee increases for various Probation services. Attachment 2: Probation Fees Cost Analysis (Exhibit A) Attachment 3: Fees Cover Sheet (Exhibit B)</p>			

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

--



County of Sonoma
State of California

Date: May 9, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Adopting Increased Fees Effective July 1, 2017
For Various Services Provided By The Probation Department.**

Whereas, the Probation Department of the County of Sonoma is responsible for collecting various fines and fees from probationers as ordered by the Court and otherwise allowed by law; and

Whereas, the Probation Department has conducted an analysis to determine the cost of providing the related services; and

Whereas, the Board of Supervisors finds that it is in the public interest that these services be continued and that reasonable fees be established to recover a portion of the cost of providing these services; and

Whereas, California law authorizes the County of Sonoma Board of Supervisors to establish and set various fees to be collected by the County, and the Board of Supervisors finds that it is in the public interest to establish such fees set forth below;

Now, Therefore, Be It Resolved that to recover the reasonable cost of providing Probation services, it is necessary to increase the fees as set forth below;

Be It Further Resolved based on information presented to this Board, this Board finds that the proposed fees comply with all legal requirements, including Art. XIII C of the California Constitution;

Be It Further Resolved that in all other respects, Resolution No. 16-0164 setting fees effective as of July 1, 2016, and any fee modifications established by subsequent resolution, shall remain in full force and effect.

Be It Further Resolved that if any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portion of this resolution.

Resolution #

Date:

Page 2

Be It Further Resolved that the following fees for various services provided by the Probation Department are hereby adopted, effective July 1, 2017.

Now, Therefore, Be It Resolved that the foregoing recitals are true and correct, and as follows:

1. New Fee. A new \$300 Adult Probation Low Risk Supervision Fee shall be established and charged to defendants each time they are placed on probation or reinstated, and once every 12 months during each uninterrupted term of probation, pursuant to Penal Code section 1203.1b(a), which fee shall not exceed the actual average cost of adult probation supervision.
2. Fees To Be Increased. The following fees are hereby increased:
 - a. A \$890 Adult Probation Moderate/High Risk Supervision Fee shall be established and charged to defendants each time they are placed on probation or reinstated, and once every 12 months during each uninterrupted term of probation, pursuant to Penal Code section 1203.1b(a), which fee shall not exceed the actual average cost of adult probation supervision.
 - b. A \$890 Pre-Sentence Report Fee shall be established and charged to defendants for the cost of preparing each pre-sentence report pursuant to Penal Code section 1203.1b(a), which fee does not exceed the actual average cost thereof.
 - c. A \$90 Application Fee shall be established and charged pursuant to Penal Code section 1203.1b(a) as the actual cost of processing each of the following: (i) jurisdictional transfer applications made under Penal Code section 1203.9; and (ii) interstate compact supervision request applications made under Section 11175 to 11179, inclusive, whichever applies.
 - d. A \$71 Collection Fee shall be established and charged pursuant to Penal Code section 1203.1b (h) as the actual costs of setting up and processing installment payments for Pre-Sentence and Probation Supervision Fees.
 - e. A \$49 Installment Payment Fee shall be established and charged pursuant to Penal Code section 1205(e) as the actual costs of setting up and processing installment payments for fines other than restitution.
 - f. Pursuant to Penal Code Section 1208.2(b)(1), a \$90 Work Release Application Fee shall be charged to defendants for the cost of processing work release applications.

Resolution #

Date:

Page 3

- g. A \$150 Juvenile Probation Supervision Fee shall be charged to participants each time they are placed on probation, pursuant to Welfare and Institutions Code section 903.2, which fee shall not exceed the actual average cost of juvenile probation supervision.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

EXHIBIT A

Probation Fees Cost Analysis

Raising fees to fully offset the actual cost of providing services could not be supported by our client population, and would significantly exceed fees charged in other comparable jurisdictions. Requested fees reflect the Department's recognition of client population ability to pay, fees charged in comparison counties, and overall rehabilitative goals for offenders.

1 Adult Probation Supervision: Low Risk Probationers

Average Wages & Benefits for a DPO:	\$	150,754	
Number of Supervisory DPOs for Low Risk Supervision:		<u>2.5</u>	
Total Direct Cost of Supervisory DPOs:	\$		376,885.00
Total Indirect Costs for Supervision	\$		385,553.36
Total Direct & Indirect Costs	\$		762,438.36
Number of Adults Supervised Yearly:			887
Cost per Adult Supervised Yearly:	\$		860
Yearly Fee Requested:	\$		300

2 Adult Probation Supervision: Moderate or High Risk Probationers

Total County Vehicle Cost			\$	51,342.00
Average Wages & Benefits for a DPO:	\$	150,754		
Number of Supervisory DPOs for Moderate/High Risk Supervision:		<u>30</u>		
Total Direct Cost of Supervisory DPOs:	\$			4,522,620.00
Total Indirect Costs for Supervision	\$			4,626,640.26
Total Direct & Indirect Costs	\$			9,149,260.26
Number of Adults Supervised Yearly:				2821
Cost per Adult Supervised Yearly:	\$			3,243
Yearly Fee Requested:	\$			890

EXHIBIT A**3 Pre-Sentence Reports:**

Average Hourly Wages & Benefits for a DPO:	\$	72.48
Average Hours Spent Per Report by DPOs:		8
Total Direct Cost of Investigative DPOs:	\$	579.82
Total Indirect Costs of Pre-Sentence Reports	\$	593.16
Cost per Report:	\$	1,173
Fee Requested:	\$	890

4 Jurisdictional Transfer/Interstate Compact Supervision Request Applications:

Average Hourly Wages & Benefits for a DPO:	\$	72.48
Average Hours Spent Per Application by DPOs:		5
Total Direct Cost of Time Spent by DPOs on Application Review:	\$	362.39
Total Indirect Costs of Transfer Requests	\$	370.72
Total Cost per Application:	\$	733
Fee Requested:	\$	90

5 Collection Fee - Installment Payments for Pre-Sentence and Probation Supervision Fees:

Average Hourly Wages & Benefits for a ACCT CLK II:	\$	49.47
One time initial set up of installment account (20 minutes)	\$	16.49
Split 50/50 with Installment Payment Fee		0.5
		8.24
Reoccurring Costs:		
Process pmt, reconcile end of day receipts, prepare deposit (6.5	5.36	
Postage, Envelopes, Statements, Receipts	0.67	
Total Reoccurring Costs:	\$	6.23
Total Reoccurring Costs for 3 year Probationary period	\$	224.25
Total Cost of Collection Fee:	\$	232
Fee Requested:	\$	71

EXHIBIT A**6 Installment Payment Fee for Fines (non-restitution):**

Average Hourly Wages & Benefits for a ACCT CLK II:	\$	49.47
One time initial set up of installment account (20 minutes) Split 50/50 with Collection Fee	\$	16.49 0.5
		<hr/> 8.24
Reoccurring Costs:		
Process pymt, reconcile end of day receipts, prepare deposit	5.36	
Prepare statements for mailing	0.20	
Postage, Envelopes, Statements, Receipts	0.67	
Total Reoccurring Costs:	\$	6.23
Total Reoccurring Costs based on minimum \$25 pmt (200 fine)	\$	49.83
Total Cost of Installment Payment Fee for Fines:	\$	58
Fee Requested:	\$	49

7 Work Release Applications:

Average Hourly Wages & Benefits for a DPO:	\$	72.48
Average Time per Application		<hr/> 1
Total Cost of Time Spent by DPOs on Work Release:	\$	72.48
Total Indirect Costs of Work Release Applications:	\$	74.15
Total Direct & Indirect Costs	\$	147
Fee Requested:	\$	90

8 Juvenile Supervision:

Total County Vehicle Cost	\$	64,768.00
Average Wages & Benefits for a DPO:	\$	149,078
Number of Supervisory DPOs:	<hr/> 12	
Total Direct Cost of Supervisory DPOs:	\$	1,788,936.00
Total Indirect Costs for Supervision	\$	1,274,795.79
Total Direct & Indirect Costs	\$	3,128,499.79
Number of Juveniles Supervised Yearly:		303
Cost per Juvenile Supervised Yearly:	\$	10,325
Fee Requested:	\$	150

EXHIBIT B - FEES COVER SHEET

Department: Probation

Fee Hearing: Spring, 2017

Reference Number	Fee Description (Short)	Legal Basis for Fee*	Requirement to Adjust Fee (Resolution or Ordinance)	FY 2015-16 Units	Anticipated Units, FY 2017-18	Current Fee Amount	Proposed Fee Amount	Change in Fee	Proposed Effective Date	Additional Revenue Expected	Last Date Fee Changed	Amount Prior to Last Change	Actual Cost of Providing Service
Adult Probation													
1	Adult Probation Low Risk Supervision	PC 1203.1b(a)	Resolution	3340 (low, moderate/high risk combined)	887	new fee	\$ 300	new	7/1/2017	n/a	n/a	n/a	860
2	Adult Probation Moderate/High Risk Supervision	PC 1203.1b(a)	Resolution		2821	\$ 865	\$ 890	2.9%	7/1/2017	\$ 70,525	7/1/2016	828	3,243
3	Pre-Sentence Reports	PC 1203.1b(a)	Resolution	1214	1225	\$ 865	\$ 890	2.9%	7/1/2017	\$ 30,625	7/1/2016	828	1,173
4	Jurisdictional Transfer/Interstate Compact Supervision Request Applications	PC 1203.1b(a)	Resolution	191	196	\$ 87	\$ 90	3.4%	7/1/2017	\$ 588	7/1/2016	83	733
5	Collection Fee - Installment Payments for Pre-Sentence and Probation Supervision Fees	PC 1203.1b(h)	Resolution	3340	3340	\$ 69	\$ 71	2.9%	7/1/2017	\$ 6,680	7/1/2016	66	232
6	Installment Payment Fee (Fines, non-restitution)	PC 1205(d)	Resolution	32	32	\$ 48	\$ 49	2.1%	7/1/2017	\$ 32	7/1/2016	46	58
7	Work Release Application	PC 1208.2(b)(1)	Resolution	1015	1139	\$ 87	\$ 90	3.4%	7/1/2017	\$ 3,417	7/1/2016	83	147
Total Adult Probation										\$ 111,867			
Juvenile Probation													
8	Juvenile Supervision	WIC 903.2	Resolution	350	300	\$ 145	\$ 150	3.4%	7/1/2017	\$ 1,500	7/1/2016	139	10,325

Total Adult Probation and Juvenile Probation

\$ 113,367

*California State codes: WIC - Welfare and Institutions Code, PC - Penal Code



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 31f
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 9, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Susan Klassen 707-565-2321

Supervisorial District(s):

All

Title: Proposed Fee Schedule for Airport Land and Facility Use

Recommended Actions:

Adopt Resolution establishing reasonable rates and charges for the use of land and facilities at the Charles M. Schulz – Sonoma County Airport effective July 1, 2017.

Executive Summary:

The Airport imposes fees for use of Airport land and facilities, including covered and non-covered aircraft storage, terminal building use, aircraft landing, vehicle parking, fuel flowage, autocross track, security badges, special events, applications to conduct business on the Airport, and late penalties. The Department of Transportation and Public Works staff annually evaluates Airport rates and charges. The proposed fee increases recommended today were reviewed by the Aviation Commission on March 16, 2017.

Discussion:

Airport fees and charges are imposed for general and commercial aviation users of certain airport services, as well as the purchase, rental, or lease of local government property. Increases in these fees are necessary from time to time in order to maintain the Airport facilities and ensure public safety for all airport users. This year's proposed fee increases are intended to offset increased operating costs (employee salaries, contractors, utilities, etc.) and provide revenue to ensure proper maintenance of Airport infrastructure maintenance as well as local, state, and federal regulatory compliance. The increases are apportioned according to standard impacts/costs/ measurements such as weight (Landing Fees), time (Parking Fees), and level of security (Terminal Building Rental Fees) or size, location and type (Hangar Fees) and will be imposed equally on all users for particular uses.

For Fiscal Year 2017-18 the Airport is proposing increases in the following fees:

1. Hangar Fees: After a 3% increase in hangar rents effective July 1, 2014 hangar rents at the Airport have remained flat (0% increase) for the past two fiscal years. In order to defray costs

associated with maintenance and operations, the Airport is requesting a blanket 2% increase in both covered and non-covered hangar rents. Airport hangar rents are reviewed and adjusted during publicly noticed meetings on an annual basis by the Airport Commission and are projected to generate approximately \$29,844 in additional revenue during fiscal year 2017-18.

2. **Landing Fees:** On February 9, 2016 the Board of Supervisors approved new aviation related rates and fees based on a study by the consulting firm Trillion Aviation (Trillion). Trillion specializes in evaluating airport business operations and conducted an eighteen month study of the Sonoma County Airport resulting in the report presented to this Board on 2/9/16. Consistent with the report, the Airport is requesting a 3% increase from \$1.21 to \$1.25 per 1,000 pounds for both commercial and non-commercial flights over 12,500 pounds. In addition, the Airport is requesting a 2% increase in landing fees from \$0.80 to \$0.82 per 1,000 pounds for revenue producing commercial flights less than 12,500 pounds. The proposed increases are expected to provide an additional \$10,775 in operating revenue during fiscal year 2017-18.
3. **Terminal Rates and Charges:** In addition to landing fees, the Trillion report referenced previously also made fee recommendations for use of the airport terminal by commercial airlines. These fees are for utilization of the exclusive use areas in the terminal building leased by an airline which include the lobby, office, and ticket counters or any other terminal space under exclusive arrangements with the Airport. Consistent with those recommendations, and with the consent of Airport commercial airline tenants the Airport is requesting the following increases for fiscal year 2017-18:
 - a. Daily Service, Preferential Space Rental increased from \$2.50 per square foot to \$2.60 per square foot.
 - b. Non-Daily Service, Preferential Space Rental increased from \$3.35 per square foot to \$3.45 per square foot.
 - c. Daily Service, Ticket Counter and Queue Rental from \$0.28 to \$0.29 per enplaned passenger.
 - d. Non-Daily Service, Ticket Counter and Queue Rental from \$0.36 to \$0.38 per enplaned passenger.

The Airport anticipates an increase of approximately \$1,400 in revenue during the fiscal year as a result of these fee increases.

4. **Ground Lease Annual Rental Rates:** The Airport is requesting a 2% increase in Ground Lease Rental Rates for fiscal year 2017-18. These are baseline rates for new ground leases only and do not effect rates for previously executed agreements. If approved the per square foot lease rates would increase as follows:
 - a. Eastside Section of Airfield from \$0.46 to \$0.47
 - b. Westside Section of Airfield from \$0.24 to \$0.25
 - c. South/Mid-Section of Airfield from \$0.34 to \$0.35

The anticipated increase in operating revenue is expected \$500 or less from these changes.

5. **Autocross Track Use Fee:** The Autocross track is located on north western edge of the Airport property and allows for recreational and professional driver training on an area of the airport that is not currently utilized or commercial or general aviation. Fees for use of this area were last

increased July 1, 2010. For fiscal year 2017/18 the Airport is requesting a 2% escalation in Autocross Track Use Fees which will increase in the Single Event Use fee from \$540 to \$550 and the Yearly Use fee from \$6,425 to \$6,555. The Airport anticipates less than a \$400 increase in operating revenue from these changes.

6. Non-Refundable Application Fees: A 2% increase in previously approved Application Fees is requested for fiscal year 2017-18. In addition, the Airport is requesting the approval of a new application fee associated with the transfer of ownership of private hangars. Based on management analysis, administrative support for processing these applications is approximately two hours. The Airport is requesting a \$100 application fee be approved for an application submitted more than 30 days prior to the planned sale of a hangar. In addition, in order to incentivize compliance and defray the costs associated with late notice to staff of ownership changes, the Airport is requesting the application fee be increased to \$500 if it is not submitted 30 days prior to the sale of the hangar. The anticipated financial impact of these changes is negligible and expected to be less than \$1,500 of increased revenue during the fiscal year.
7. Special Event Charges: The Airport is requesting a modification of the fee table for special events on Airport property to distinguish between small events (less than 10 people), medium events (10-300 people), and large events (over 300 people). For fiscal year 2017/18 the Airport is recommending a new classification for small events (less than 10 people) that will enable public use of Airport facilities for small gatherings at a reasonable price. Proposed rates for each event size are as follows:
 - a. Small Private Event (less than 10) - No Charge (new event type/not previously available)
 - b. Small Public Event (less than 10) - \$25 per day (modified event type/previously small events with less than 300 people in attendance were charged \$100 per day)
 - c. Medium Event (10 – 300 people/Public or Private) - \$100 per day (modified event type/previously labeled as small event with under 300 participants/no change in rate)
 - d. Large Event (Over 300/Public or Private) - \$1,300 per day (no change in rate)
 - e. Filming on Airport Property - \$1,300 per day (no change in rate)

Because of the limited number of special events (typically less than 5) per year, Airport management does not believe the changes in Special Event Charges will have a material impact on operating revenue.

8. Elimination of Non-Fee Language. Prior iterations of the Airport Master Fee Schedule have included explanatory language regarding assessments and taxes relevant to Airport users but not imposed or collected by the airport directly. The updated Airport Master Fee Schedule removes this extraneous language from the fee schedule.

The changes in Airport rates and fees for fiscal year 2017-18 are modest in nature and reflect Airport management's belief in growing Airport revenue through expanded services and improved infrastructure. Proposed rate increases average 2%-3% which is in line with the County Administrator's Office projection of a 3% increase in salary and benefits as well as the San Francisco/Bay Area December 2016 Consumer Price Index of 3.5%. While the Airport is projecting top line growth in excess of \$760,000 year over year, the vast majority of that growth (94%) will be generated by increases in

commercial and general aviation activity with the remaining 6% coming from the above outlined increases in rates and fees.

Prior Board Actions:

6/21/16; Adopted the revised 2016-17 Airport Fee Schedule; 2/9/16 Adopted the Revised 2015-16 Airport Fee Schedule; 4/21/15 Adopted the 2015-16 Airport Fee Schedule; 4/24/14 Resolutions No. 14-0174 adopted the 2014-15 Airport Fee Schedule; 4/23/13 Resolution No.13-0164 adopted the 2013-14 Airport Fee Schedule; 4/26/12 Resolution No. 12-0210 adopted the 2012-13 Airport Fee Schedule

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

These increases to certain Airport fees support the County’s Strategic Plan focus area of Economic Development and Environmental Stewardship. The increase in the fees will assist the Airport in covering operational costs.

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:

The Airport is projecting approximately \$44,197 in increased annual revenue as a direct result of the proposed fee increases.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):
None
Attachments:
Attachment A: Fee Resolution Attachment B: Airport FY17-18 Fees Cover Sheet Attachment C: Airport FY 17-18 Fee Detail Template Attachment D: Airport Master Fee Schedule
Related Items "On File" with the Clerk of the Board:
Trillion Aviation Commercial Airline Rate and Fee Recommendations



County of Sonoma
State of California

Date: May 9, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Adopting Increases in Certain Rates And Charges For The Use Of Land And Facilities At The
Charles M. Schulz – Sonoma County Airport Effective July 1, 2017**

Whereas, Section 3-16 of the Sonoma County Code provides that rates and charges for use of land and facilities of the Charles M. Schulz – Sonoma County Airport shall be those established from time to time by resolution of this Board of Supervisors; and

Whereas, by Resolution No. 41-0255, dated June 21, 2016 this Board established rates and charges for the land and facilities at the Charles M. Schulz – Sonoma County Airport; and

Whereas, on March 16, 2017, the Aviation Commission held a public meeting during which the proposed new rates and charges schedule for certain Airport fees were discussed and public input was considered, and the Aviation Commission approved of the proposed fee increases.

Now, Therefore, Be It Resolved that the Board finds the California Environmental Quality Act does not apply to the establishment of fees pursuant to this resolution as such fees are for the purpose of meeting operating expenses. (15273, CCR, 21080 PRC)

Be It Further Resolved that to recover the reasonable cost of providing use of Airport land and facilities, it is necessary to increase certain fees as set forth below.

Be It Further Resolved based on information presented to this Board, this Board finds that the proposed fees comply with all legal requirements, including but not limited to Article XIII C of the California Constitution.

Be It Further Resolved effective July 1, 2017, the rate and charge increases at the Charles M. Schulz – Sonoma County Airport shall be levied in the following amounts:

Resolution #

Date:

Page 2

Fee Description	FY 16-17 Rate	FY 17-18 Rate
Airport Hangars (Monthly)		
D HGRA01-D HGRA11	\$ 156	\$ 159
DHGRA12-D HGRA25	\$ 177	\$ 181
D HGRA18-D HGRA19	\$ 203	\$ 207
D HGRB26-D HGRB53	\$ 223	\$ 227
D SHD01-D SHD21	\$ 150	\$ 153
D SHD22-D SHD39	\$ 187	\$ 191
D EXESHD01-D EXESHD02	\$ 422	\$ 430
D EXESHD03	\$ 396	\$ 404
D BUT01- D BUT14	\$ 106	\$ 108
PCAM GIFTSHOP	\$ 398	\$ 406
D PVTHGREP1-D PVTHGREP4	\$ 72	\$ 73
E HGRC106- E HGRC152	\$ 342	\$ 349
E HGRD62- E HGRD93	\$ 445	\$ 454
E HGRE205-E HGRE209,	\$ 439	\$ 448
E HGRE212- E HGRE215	\$ 439	\$ 448
E HGRE223- E HGRE226,	\$ 439	\$ 448
E HGRE229- E HGRE231	\$ 439	\$ 448
E HGRE210 & E HGRE216	\$ 603	\$ 615
E HGRE228 & E HGRE232	\$ 570	\$ 581
E HGRE211 & E HGRE222	\$ 509	\$ 519
E HGRE227	\$ 509	\$ 519
E HGRG54- E HGRG61	\$ 814	\$ 830
E HGRG94- E HGRG101	\$ 814	\$ 830
2282-2294 Becker Blvd.	\$ 2,265	\$ 2,310
E EXEHGR22- E EXEHGR26	\$ 1,756	\$ 1,791
E EXEHGR200- E EXEHGR204	\$ 1,416	\$ 1,444
E EXEHGR217- E EXEHGR221	\$ 1,416	\$ 1,444
2265 Becker Blvd. (Sheriff Hangar)	\$ 2,107	\$ 2,149
F PVTHGR201- F PVTHGR214	\$ 95	\$ 97
F HGRF217-226 & F HGRF233-242	\$ 183	\$ 187
F PVTHGR227-231 & F PVTHGRF243-246	\$ 65	\$ 66
F PVTHGR247	\$ 72	\$ 73
F PVTHGR248	\$ 81	\$ 83
F PVTHGR249 – F PVTHGR256	\$ 95	\$ 97
F PVTHGR258 – F PVTHGR260	\$ 72	\$ 73
F PVTHGR751- F PVTHGR769 (ODD)	\$ 102	\$ 104
F PVTHGR752- F PVTHGR782 (EVEN)	\$ 179	\$ 183
F PVTHGR771	\$ 253	\$ 258
F PVTHGR775 & F PVTHGR777	\$ 102	\$ 104

Resolution #

Date:

Page 3

F PVTHGR779	\$ 102	\$ 104
F HRDSTN1059	\$ 404	\$ 412
F HRDSTN1081	\$ 269	\$ 274
5550 Windsor	\$ 269	\$ 274
5640 Windsor	\$ 269	\$ 274
D STRA01 & D STRA02,	\$ 96	\$ 98
D STRB03- D STRB06	\$ 174	\$ 177
E MINHGR115 & E MINHGR122	\$ 208	\$ 212
E MINHGR132 & E MINHGR139	\$ 208	\$ 212
E MINHGR147 & E MINHGR152	\$ 208	\$ 212
Landing Fees (Per 1,000 lbs.)		
Commercial Flights < 12,500 lbs.	\$ 0.80/per 1,000 lb.	\$ 0.82/per 1,000 lb.
Commercial Flights >12,500 lbs.	\$ 1.21/per 1,000 lb.	\$ 1.25/per 1,000 lb.
Non-Commercial Flights > 12,500 lbs.	\$ 1.21/per 1,000 lb.	\$ 1.25/per 1,000 lb.
Terminal Rates and Charges		
Preferential Space Rental - Daily	\$ 2.50 square foot	\$ 2.60 square foot
Preferential Space Rental - Non Daily	\$ 3.35 square foot	\$ 3.45 square foot
Ticket Counter/Queue Rental - Daily	\$ 0.28 per passenger	\$ 0.29 per passenger
Ticket Counter/Queue Rental - Non Daily	\$ 0.36 per passenger	\$ 0.38 per passenger
Ground Lease Annual Rental Rates		
Eastside Section of Airfield	\$ 0.46 square foot	\$ 0.47 square foot
Westside Section of Airfield	\$ 0.24 square foot	\$ 0.25 square foot
South/Mid-Section of Airfield	\$ 0.34 square foot	\$ 0.35 square foot
Autocross Track Use Fee		
Single Event Use Fee	\$ 540	\$ 550
Annual Use Fee	\$ 6,425	\$ 6,555
Application Fees		
Operating Agreement Aero	\$ 300	\$ 306
Operating Agreement Non-Aero	\$ 390	\$ 398
Operating Agreement Aero	\$ 400	\$ 408
Operating Agreement Non-Aero	\$ 520	\$ 530
Operating Agreement Aero	\$ 500	\$ 510
Operating Agreement Non-Aero	\$ 650	\$ 663
Lease Aero (month-to-month)	\$ 750	\$ 765
Lease Non-Aero (month-to-month)	\$ 975	\$ 995
Terminal Concession (month-to-month)	\$ 750	\$ 765
Lease (Less than ten-years in term)	\$ 3,375	\$ 3,443
Lease (More than ten-years in term)	\$ 7,000	\$ 7,140
Amendments to Lease (term)	\$ 2,000	\$ 2,040
Assignment of Pvt Hngr w/30 Day Notice	\$ -	\$ 100
Assignment of Pvt Hngr w/o 30 Day Notice	\$ -	\$ 500

Resolution #

Date:

Page 4

Special Event Fees		
Private Event - Less than 10	\$ -	\$ -
Public Event - Less than 10	\$ 300	\$ 25
Medium Event (Public or Private) 10 - 300	\$ 300	\$ 100
Filming	\$ 1,300	\$ 1,300

Be It Further Resolved that all other buildings and grounds rental shall be by negotiation.

Be It Further Resolved that if any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be unconstitutional or otherwise invalid, such a decision shall not affect the validity of the remaining portion of this resolution.

Be It Further Resolved that the rates, charges, and authorizations herein established is to remain in full effect until further order of the Board of Supervisors.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

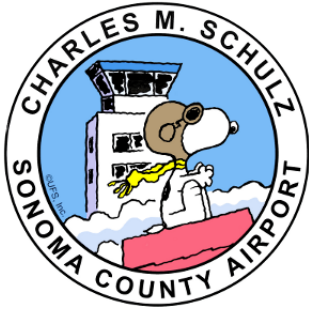
Abstain:

So Ordered.

Reference number	Fee Description (short)	Legal basis for fee*	Requirement to adjust fee (resolution or ordinance)	FY 2016-17 Units	Anticipated units, FY 2017-18	Current fee amount	Proposed fee amount	Change in fee	Proposed effective date	Additional revenue expected**	Last date fee changed	Amount prior to last change	Actual cost of providing service
Airport Hangars													
1	D HGRA01-D HGRA11	Rent of County Property	Resolution	11	11	\$ 156	\$ 159	2%	7/1/2017	\$ 396	7/1/2014	\$ 152	N/A
2	DHGRA12-D HGRA25	Rent of County Property	Resolution	14	14	\$ 177	\$ 181	2%	7/1/2017	\$ 672	7/1/2014	\$ 177	N/A
3	D HGRA18-D HGRA19	Rent of County Property	Resolution	2	2	\$ 203	\$ 207	2%	7/1/2017	\$ 96	7/1/2014	\$ 197	N/A
4	D HGRB26-D HGRB53	Rent of County Property	Resolution	28	28	\$ 223	\$ 227	2%	7/1/2017	\$ 1,344	7/1/2014	\$ 216	N/A
5	D SHD01-D SHD21	Rent of County Property	Resolution	21	21	\$ 150	\$ 153	2%	7/1/2017	\$ 756	7/1/2014	\$ 145	N/A
6	D SHD22-D SHD39	Rent of County Property	Resolution	18	18	\$ 187	\$ 191	2%	7/1/2017	\$ 864	7/1/2014	\$ 181	N/A
7	D EXESH001-E EXESH002	Rent of County Property	Resolution	2	2	\$ 422	\$ 430	2%	7/1/2017	\$ 192	7/1/2014	\$ 410	N/A
8	D EXESH003	Rent of County Property	Resolution	1	1	\$ 396	\$ 404	2%	7/1/2017	\$ 96	7/1/2014	\$ 384	N/A
9	D BUT01-D BUT14	Rent of County Property	Resolution	14	14	\$ 106	\$ 108	2%	7/1/2017	\$ 336	7/1/2014	\$ 103	N/A
10	PCAM GIFTSHOP	Rent of County Property	Resolution	1	1	\$ 398	\$ 406	2%	7/1/2017	\$ 96	7/1/2014	\$ 387	N/A
11	D PVTGPREP1-D PVTGPREP4	Rent of County Property	Resolution	5	5	\$ 72	\$ 73	2%	7/1/2017	\$ 60	7/1/2014	\$ 70	N/A
12	E HGR106-E HGR152	Rent of County Property	Resolution	47	47	\$ 342	\$ 349	2%	7/1/2017	\$ 3,948	7/1/2014	\$ 332	N/A
13	E HGRD62-E HGRD93	Rent of County Property	Resolution	32	32	\$ 445	\$ 454	2%	7/1/2017	\$ 3,456	7/1/2014	\$ 432	N/A
14	E HGRE205-E HGRE209	Rent of County Property	Resolution	5	5	\$ 439	\$ 448	2%	7/1/2017	\$ 540	7/1/2014	\$ 426	N/A
15	E HGRE212-E HGRE215	Rent of County Property	Resolution	4	4	\$ 439	\$ 448	2%	7/1/2017	\$ 432	7/1/2014	\$ 426	N/A
16	E HGRE223-E HGRE226	Rent of County Property	Resolution	4	4	\$ 439	\$ 448	2%	7/1/2017	\$ 432	7/1/2014	\$ 426	N/A
17	E HGRE229-E HGRE231	Rent of County Property	Resolution	3	3	\$ 439	\$ 448	2%	7/1/2017	\$ 324	7/1/2014	\$ 426	N/A
18	E HGRE210 & E HGRE216	Rent of County Property	Resolution	2	2	\$ 603	\$ 615	2%	7/1/2017	\$ 288	7/1/2014	\$ 586	N/A
19	E HGRE228 & E HGRE232	Rent of County Property	Resolution	2	2	\$ 570	\$ 581	2%	7/1/2017	\$ 264	7/1/2014	\$ 553	N/A
20	E HGRE211 & E HGRE222	Rent of County Property	Resolution	2	2	\$ 509	\$ 519	2%	7/1/2017	\$ 240	7/1/2014	\$ 494	N/A
21	E HGRE227	Rent of County Property	Resolution	1	1	\$ 509	\$ 519	2%	7/1/2017	\$ 120	7/1/2014	\$ 494	N/A
22	E HGRG54-E HGRG61	Rent of County Property	Resolution	8	8	\$ 814	\$ 830	2%	7/1/2017	\$ 1,536	7/1/2014	\$ 790	N/A
23	E HGRG94-E HGRG101	Rent of County Property	Resolution	8	8	\$ 814	\$ 830	2%	7/1/2017	\$ 1,536	7/1/2014	\$ 790	N/A
24	2282-2294 Becker Blvd.	Rent of County Property	Resolution	4	4	\$ 2,265	\$ 2,310	2%	7/1/2017	\$ 2,160	7/1/2014	\$ 2,199	N/A
25	E EXEHGR22-E EXEHGR26	Rent of County Property	Resolution	5	5	\$ 1,756	\$ 1,791	2%	7/1/2017	\$ 2,100	7/1/2014	\$ 1,705	N/A
26	E EXEHGR200-E EXEHGR204	Rent of County Property	Resolution	5	5	\$ 1,416	\$ 1,444	2%	7/1/2017	\$ 1,680	7/1/2014	\$ 1,375	N/A
27	E EXEHGR217-E EXEHGR221	Rent of County Property	Resolution	5	5	\$ 1,416	\$ 1,444	2%	7/1/2017	\$ 1,680	7/1/2014	\$ 1,375	N/A
28	2265 Becker Blvd. (Sheriff Hangar)	Rent of County Property	Resolution	1	1	\$ 2,107	\$ 2,149	2%	7/1/2017	\$ 504	7/1/2014	\$ 2,046	N/A
29	F PVTGRR201-F PVTGRR214	Rent of County Property	Resolution	14	14	\$ 95	\$ 97	2%	7/1/2017	\$ 336	7/1/2014	\$ 92	N/A
30	F HGRF217-226 & F HGRF233-242	Rent of County Property	Resolution	20	20	\$ 183	\$ 187	2%	7/1/2017	\$ 960	7/1/2014	\$ 178	N/A
31	F PVTGRR227-231 & F PVTGRR243-246	Rent of County Property	Resolution	14	14	\$ 65	\$ 66	2%	7/1/2017	\$ 168	7/1/2014	\$ 72	N/A
32	F PVTGRR247	Rent of County Property	Resolution	1	1	\$ 72	\$ 73	2%	7/1/2017	\$ 12	7/1/2014	\$ 70	N/A
33	F PVTGRR248	Rent of County Property	Resolution	1	1	\$ 81	\$ 83	2%	7/1/2017	\$ 24	7/1/2014	\$ 79	N/A
34	F PVTGRR249-F PVTGRR256	Rent of County Property	Resolution	8	8	\$ 95	\$ 97	2%	7/1/2017	\$ 192	7/1/2014	\$ 92	N/A
35	F PVTGRR258-F PVTGRR260	Rent of County Property	Resolution	3	3	\$ 72	\$ 73	2%	7/1/2017	\$ 36	7/1/2014	\$ 70	N/A
36	F PVTGRR751-F PVTGRR769 (ODD)	Rent of County Property	Resolution	13	13	\$ 102	\$ 104	2%	7/1/2017	\$ 312	7/1/2014	\$ 99	N/A
37	F PVTGRR752-F PVTGRR782 (EVEN)	Rent of County Property	Resolution	16	16	\$ 179	\$ 183	2%	7/1/2017	\$ 768	7/1/2014	\$ 174	N/A
38	F PVTGRR771	Rent of County Property	Resolution	1	1	\$ 253	\$ 258	2%	7/1/2017	\$ 60	7/1/2014	\$ 246	N/A
39	F PVTGRR775 & F PVTGRR777	Rent of County Property	Resolution	2	2	\$ 102	\$ 104	2%	7/1/2017	\$ 48	7/1/2014	\$ 99	N/A
40	F PVTGRR779	Rent of County Property	Resolution	1	1	\$ 102	\$ 104	2%	7/1/2017	\$ 24	7/1/2014	\$ 99	N/A
41	F HRDSTN1059	Rent of County Property	Resolution	1	1	\$ 404	\$ 412	2%	7/1/2017	\$ 96	7/1/2014	\$ 392	N/A
42	F HRDSTN1081	Rent of County Property	Resolution	1	1	\$ 269	\$ 274	2%	7/1/2017	\$ 60	7/1/2014	\$ 261	N/A
43	5550 Windsor	Rent of County Property	Resolution	1	1	\$ 269	\$ 274	2%	7/1/2017	\$ 60	7/1/2014	\$ 261	N/A
44	5640 Windsor	Rent of County Property	Resolution	1	1	\$ 269	\$ 274	2%	7/1/2017	\$ 60	7/1/2014	\$ 261	N/A
45	D STRA01 & D STRA02	Rent of County Property	Resolution	2	2	\$ 96	\$ 98	2%	7/1/2017	\$ 48	7/1/2014	\$ 93	N/A
46	D STRB03-D STRB06	Rent of County Property	Resolution	4	4	\$ 174	\$ 177	2%	7/1/2017	\$ 144	7/1/2014	\$ 169	N/A
47	E MINHGR115 & E MINHGR122	Rent of County Property	Resolution	2	2	\$ 208	\$ 212	2%	7/1/2017	\$ 96	7/1/2014	\$ 202	N/A
48	E MINHGR132 & E MINHGR139	Rent of County Property	Resolution	2	2	\$ 208	\$ 212	2%	7/1/2017	\$ 96	7/1/2014	\$ 202	N/A
49	E MINHGR147 & E MINHGR152	Rent of County Property	Resolution	2	2	\$ 208	\$ 212	2%	7/1/2017	\$ 96	7/1/2014	\$ 202	N/A
Landing Fees													
50	Commercial Flights < 12,500 lbs.	Use of County Property	Resolution	N/A	N/A	\$ 0.80/lb	\$ 0.82/lb	2%	7/1/2017	\$ 1,075	7/1/2016	\$ 0.73/lb	N/A
51	Commercial Flights >12,500 lbs.	Use of County Property	Resolution	N/A	N/A	\$ 1.21/lb	\$ 1.25/lb	3%	7/1/2017	\$ 7,540	7/1/2016	\$ 1.10/lb	N/A
52	Non-Commercial Flights > 12,500 lbs.	Use of County Property	Resolution	N/A	N/A	\$ 1.21/lb	\$ 1.25/lb	3%	7/1/2017	\$ 2,160	7/1/2016	\$ 1.10/lb	N/A
Terminal Rates and Charges													
53	Preferential Space Rental - Daily	Use of County Property	Resolution	N/A	N/A	\$ 2.50 sq ft	\$ 2.60 sq ft	4%	7/1/2017	\$ 350	7/1/2016	New 7/1/16	N/A
54	Preferential Space Rental - Non Daily	Use of County Property	Resolution	N/A	N/A	\$ 3.35 sq ft	\$ 3.45 sq ft	3%	7/1/2017	\$ 350	7/1/2016	New 7/1/16	N/A
55	Ticket Counter/Queue Rental - Daily	Use of County Property	Resolution	N/A	N/A	\$ 0.28/pass	\$ 0.29/pass	3%	7/1/2017	\$ 350	7/1/2016	New 7/1/16	N/A
56	Ticket Counter/Queue Rental - Non Daily	Use of County Property	Resolution	N/A	N/A	\$ 0.36/pass	\$ 0.38/pass	6%	7/1/2017	\$ 350	7/1/2016	New 7/1/16	N/A
Ground Lease Annual Rental Rates													
57	Eastside Section of Airfield	Rent of County Property	Resolution		New Leases Only	\$ 0.46 sq ft	\$ 0.47 sq ft	2%	7/1/2017	\$ 165	7/1/2016	\$ 0.44 sq ft	N/A
58	Westside Section of Airfield	Rent of County Property	Resolution		New Leases Only	\$ 0.24 sq ft	\$ 0.25 sq ft	2%	7/1/2017	\$ 165	7/1/2016	\$ 0.23 sq ft	N/A
59	South/Mid-Section of Airfield	Rent of County Property	Resolution		New Leases Only	\$ 0.34 sq ft	\$ 0.35 sq ft	2%	7/1/2017	\$ 165	7/1/2016	\$ 0.33 sq ft	N/A
Autocross Track Use Fee													
60	Single Event Use Fee	Use of County Property	Resolution	1	1	\$ 540	\$ 550	2%	7/1/2017	\$ 120	7/1/2010	\$ 520	N/A
61	Annual Use Fee	Use of County Property	Resolution	1	1	\$ 6,425	\$ 6,555	2%	7/1/2017	\$ 260	7/1/2010	\$ 6,240	N/A
Application Fees													
62	Operating Agreement Aero	Administrative Fees	Resolution	N/A	N/A	\$ 300	\$ 306	2%	7/1/2017	\$ 6	7/1/2016	\$ 1,400	N/A
63	Operating Agreement Non-Aero	Administrative Fees	Resolution	N/A	N/A	\$ 390	\$ 398	2%	7/1/2017	\$ 8	7/1/2016	\$ 1,400	N/A
64	Operating Agreement Aero	Administrative Fees	Resolution	N/A	N/A	\$ 400	\$ 408	2%	7/1/2017	\$ 8	7/1/2016	\$ 1,400	N/A
65	Operating Agreement Non-Aero	Administrative Fees	Resolution	N/A	N/A	\$ 520	\$ 530	2%	7/1/2017	\$ 10	7/1/2016	\$ 1,400	N/A
66	Operating Agreement Aero	Administrative Fees	Resolution	N/A	N/A	\$ 500	\$ 510	2%	7/1/2017	\$ 10	7/1/2016	\$ 1,400	N/A
67	Operating Agreement Non-Aero	Administrative Fees	Resolution	N/A	N/A	\$ 650	\$ 663	2%	7/1/2017	\$ 13	7/1/2016	\$ 1,400	N/A
68	Lease Aero (month-to-month)	Administrative Fees	Resolution	N/A	N/A	\$ 750	\$ 765	2%	7/1/2017	\$ 15	7/1/2016	\$ 1,400	N/A
69	Lease Non-Aero (month-to-month)	Administrative Fees	Resolution	N/A	N/A	\$ 975	\$ 995	2%	7/1/2017	\$ 20	7/1/2016	\$ 1,400	N/A
70	Terminal Concession (month-to-month)	Administrative Fees	Resolution	N/A	N/A	\$ 750	\$ 765	2%	7/1/2017	\$ 15	7/1/2016	\$ 1,400	N/A
71	Lease (Less than ten-years in term)	Administrative Fees	Resolution	N/A	N/A	\$ 3,375	\$ 3,443	2%	7/1/2017	\$ 68	7/1/2014	\$ 3,250	N/A
72	Lease (More than ten-years in term)	Administrative Fees	Resolution	N/A	N/A	\$ 7,000	\$ 7,140	2%	7/1/2017	\$ 140	7/1/2014	\$ 6,750	N/A
73	Amendments to Lease (term)	Administrative Fees	Resolution	N/A	N/A	\$ 2,000	\$ 2,040	2%	7/1/2017	\$ 40	7/1/2014	New 7/1/14	N/A
74	Assignment of Pvt Hngr w/30 Day Notice	Administrative Fees	Resolution	N/A	N/A	\$ -	\$ 100	New	7/1/2017	\$ 600	N/A	N/A	N/A
75	Assignment of Pvt Hngr w/o 30 Day Notice	Administrative Fees	Resolution	N/A	N/A	\$ -	\$ 500	New	7/1/2017	\$ 500	N/A	N/A	N/A
Special Event Fees													
76	Private Event - Less than 10	Use of County Property	Resolution	5	5	\$ -	\$ -	New	7/1/2017	\$ -	7/1/2016	\$ -	N/A
77	Public Event - Less than 10	Use of County Property	Resolution	2	2	\$ 100	\$ 25	-75%	7/1/2017	\$ (150)	7/1/2016	\$ -	N/A
78	Medium Event (Public or Private) 10 - 300	Use of County Property	Resolution	2	2	\$ 100	\$ 100	0%	7/1/2017	\$ -	7/1/2016	\$ -	N/A
79	Filming	Use of County Property	Resolution	0	1	\$ 1,300	\$ 1,300	0%	7/1/2017	\$ -	7/1/2016	\$ -	N/A

*Please cite all applicable sections.

**Please explain if not equal to the difference between proposed and current fee times the expected volume of fees.



Charles M. Schulz – Sonoma County Airport

Master Fee Schedule of Airport Rates and Charges Fiscal Year FY 17-18

Charles M. Schulz – Sonoma County Airport
2290 Airport Boulevard
Santa Rosa, CA 95403
Ph: 707.565.7243 Fax: 707.565.5303
www.sonomacountyairport.org

Jon G. Stout, AAE, CAE, Airport Manager

County of Sonoma - Transportation & Public Works

Sonoma County Airport
Master Fee Schedule FY 17-18

I. AIRCRAFT STORAGE

Category	Hangar Number¹	Fiscal Year	
		Jul-17	Jul-18²
Apron D			
A	D HGRA01-D HGRA11	\$159	\$162
A	DHGRA12-D HGRA25	\$181	\$185
A	D HGRA18-D HGRA19	\$207	\$211
B	D HGRB26-D HGRB53	\$227	\$232
Shade	D SHD01-D SHD21	\$153	\$156
Shade	D SHD22-D SHD39	\$191	\$195
Executive Shade	D EXESH01-D EXESH02	\$430	\$439
Executive Shade West	D EXESH03	\$404	\$412
Butler	D BUT01- D BUT14	\$108	\$110
Bldg. 303	PCAM GIFTSHOP	\$406	\$414
Private Port-a-Ports	D PVTHGREP1-D PVTHGREP4	\$73	\$74
Apron E			
C	E HGRC106- E HGRC152	\$349	\$356
D	E HGRD62- E HGRD93	\$454	\$463
E	E HGRE205-E HGRE209,	\$448	\$457
E	E HGRE212- E HGRE215	\$448	\$457
E	E HGRE223- E HGRE226,	\$448	\$457
E	E HGRE229- E HGRE231	\$448	\$457
E	E HGRE210 & E HGRE216	\$615	\$627
E	E HGRE228 & E HGRE232	\$581	\$593
E	E HGRE211 & E HGRE222	\$519	\$529
E	E HGRE227	\$519	\$529
G	E HGRG54- E HGRG61	\$830	\$847
G	E HGRG94- E HGRG101	\$830	\$847
Executive Hangars	2282-2294 Becker Blvd.	\$2,310	\$2,356
Executive Hangars	E EXEHGR22- E EXEHGR26	\$1,791	\$1,827
Executive Hangars	E EXEHGR200- E EXEHGR204	\$1,444	\$1,473
Executive Hangars	E EXEHGR217- E EXEHGR221	\$1,444	\$1,473
Executive Hangar	2265 Becker Blvd.	\$2,149	\$2,192
Apron F			
Private T-Hangars	F PVTHGR201- F PVTHGR214	\$97	\$99
F	F HGRF217-226 & F HGRF233-242	\$187	\$191
Private Port-a-Ports	F PVTHGR227-231 & F PVTHGRF243-246	\$66	\$67
Private Port-a-Port	F PVTHGR247	\$73	\$74
Private T-Hangar	F PVTHGR248	\$83	\$85

¹ In order to correlate the new accounting system EFS with the Airport's lease data base system, a new numbering protocol was assigned to the hangars. The categories remain the same with a detailed hangar description.

² The rental increase in July, 2018 is the last segment of the Airport's Five-Year Plan of proposed rates and charges.

Sonoma County Airport
Master Fee Schedule FY 17-18

Category	Hangar Number	Fiscal Year	
		Jul-17	Jul-18
Apron F (cont.)			
Private T-Hangars	F PVTHGR249 – F PVTHGR256	\$97	\$99
Private Port-a-Ports	F PVTHGR258 – F PVTHGR260	\$73	\$74
Private T-Hangars	F PVTHGR751- F PVTHGR769 (ODD)	\$104	\$106
Private Box Hangars	F PVTHGR752- F PVTHGR782 (EVEN)	\$183	\$187
Private Box Hangar	F PVTHGR771	\$258	\$263
Private T-Hangars	F PVTHGR775 & F PVTHGR777	\$104	\$106
Private T-Hangar	F PVTHGR779	\$104	\$106
Private Box Hangar	F HRDSTN1059	\$412	\$420
Private Box Hangar	F HRDSTN1081	\$274	\$279

Taxiway D			
Private Box Hangar	5550 Windsor	\$274	\$279

Taxiway G			
Private Box Hangar	5640 Windsor	\$274	\$279

Storeroom Category	Storeroom Number	Fiscal Year	
		Jul-17	Jul-18
Small Non-aero	D STRA01 & D STRA02,	\$98	\$100
Large Non-aero	D STRB03- D STRB06	\$177	\$181
Mini Hangar Non-aero	E MINHGR115 & E MINHGR122	\$212	\$216
Mini Hangar Non-aero	E MINHGR132 & E MINHGR139	\$212	\$216
Mini Hangar Non-aero	E MINHGR147 & E MINHGR152	\$212	\$216

COMMERCIAL USE HANGARS

Commercial operations in hangars, including subletting of privately-owned hangars, are subject to prior approval by the County and compliance with the Airport Minimum Standards for that type of commercial activity and lease provisions.

AIRPORT LOCKS

Airport tenants using aircraft storage units with a lockable door system or Airport storerooms are required to use Airport issued lock and key sets. The cost for these lock and key sets is non-refundable and the tenant owns the lock and key set.

Lock and Key \$45 per set

II. NON-COVERED AIRCRAFT STORAGE BY WING SPAN

GENERAL AVIATION

	MONTHLY RATE	NIGHTLY RATE
Tie down Tail to Tail		
Less than 42'	\$ 50	\$10
Tie down Taxi Through		
Less than 60'	\$135	\$27
Over 60' but less than 90'	\$165	\$33

Sonoma County Airport
Master Fee Schedule FY 17-18

90' and over	\$205	\$41
--------------	-------	------

A \$3 service fee will be assessed for transient tags if not paid at the Airport and County staff has to mail collection requests to operator.

III. LANDING FEES

Hot Air Balloon Land/Launch/Escort: Recovery escort \$55 per hour, with a one-hour minimum charge, plus any other necessary documentable expense associated with a response, or Balloonists may execute and comply with operator permit and pay a \$500 per calendar year operating permit fee and have the escort fees waived per the terms of the permit.

Revenue producing commercial flights:

Maximum Gross Weight (lbs.) ³	<u>Amount Per Landing*</u>
Less than 12,500 lbs.	\$0.82/1,000 lbs.
Over 12,500 lbs.	\$1.25/1,000 lbs.

Non-Commercial flights (excluding aircraft based at the Charles M. Schulz - Sonoma County Airport):

Maximum Gross Weight (lbs.) ⁴	<u>Amount Per Landing*</u>
Over 12,500 lbs.	\$1.25/1,000 lbs.

*Landing Fees captured at Departure. Non-based aircraft billing will be processed by third party vendor for the Airport, with the exception of airline and government agency aircraft.

Fire Suppression Flights:

<u>Aircraft Type</u> ⁵	<u>Amount Per Landing</u>
OV-10 and C337	\$ 22
S2A/T	\$ 45
P2 and P3	\$165
SP2H/King 90/RJ85	\$165
DC-4/DC-7	\$165

IV. VEHICLE PARKING FEES

Long Term	\$10 per day (24-hr. period)
Short Term (first two hours free)	\$1 per ½ hour (max. of \$14 for 24-hr. period)

The Airport Manager is authorized to negotiate rates with the operator of the restaurant for

³ Per FAA Advisory Circular Aircraft Data AV 150/5325-5B as amended.

⁴ Per FAA Advisory Circular Aircraft Data AV 150/5325-5B as amended.

⁵ These aircraft landing fees are set by agreement between the County and the State of California for Cal Fire use. If the aircraft operated by Cal Fire is not shown above, then the Revenue Producing Commercial landing fees shall apply.

Sonoma County Airport
Master Fee Schedule FY 17-18

validating parking for their customers when using the short-term parking lot.

Assigned Parking (on Airport)	\$55 per month
Discount Pass for daily commuters (long-term lot)	\$100 per month
Employee Annual Parking Pass	\$10 per year
Replacement Employee Annual Parking Pass	\$10
Parking Penalties	PAA Schedule ⁶

V. TERMINAL RATES AND CHARGES

In addition to signing a license agreement or lease, each airline will pay as a minimum the following rates (these rates include utilities except phone service):

Type of Service	FY 17-18	FY 18-19	FY 19-20
Terminal – Preferential Space Rental (per square foot per month)			
Daily Service	\$2.60	\$2.73	\$2.82
Non-daily Service	\$3.45	\$3.55	\$3.66
Ticket County and Queue Rental (per enplaned revenue passenger)			
Daily Service	\$.29	\$.29	\$.29
Non-daily Service	\$.38	\$.38	\$.38
Joint Use Space (per enplaned revenue passenger)			
Daily Service	\$1.60	\$1.60	\$1.60
Non-daily Service	\$2.08	\$2.08	\$2.08

“Per Turn” Charge

Airlines with irregular schedules prefer a set “per turn” charge when they use an airport. A set charge enables them to budget expenses regardless of how many passengers are on a given flight.

The charge is calculated as 90% of the seating capacity of the aircraft multiplied by the non-daily joint space charge, plus calculated landing fees, plus calculation of 90% of the seating capacity of the aircraft multiplied by non-daily unassigned ticket counter and queue area rate, rounded to the nearest \$5.

An example: A Boeing 737 has 157 seats and weights 146,300 lbs.

$$(0.90 * 157 * \$2.08) + (146.3 * \$1.25) + (0.90 * 157 * \$0.48) = \$545 \text{ (rounded up)}$$

Airline Remain Over Night (RON) Fee

RON Wingspan	MONTHLY RATE	NIGHTLY RATE
Less than 90'	\$225	\$45
90' and over	\$350	\$70
Air Stair Rental – Small	\$250 per month	\$40 per day
Air Stair Rental – Large	\$500 per month	\$75 per day

⁶ Contract of agreement with the Treasurer/Tax Collector, Parking Administration & Adjudication (PAA) established by Resolution No. 93-1309 to administer the responsibilities of AB 408 Notice of Parking Violations.

Sonoma County Airport
Master Fee Schedule FY 17-18

VI. GROUND LEASE ANNUAL RENTAL RATES (per square foot)

Eastside Section of Airfield	\$0.47
Westside Section of Airfield	\$0.25
South/Mid-Section of Airfield	\$0.35

VII. AUTOCROSS TRACK USE FEE

Single Event Use	\$550	per event
Yearly Use	\$6,555	per year
Anticipated actual airport employee expenses	\$65	per hour
Anticipated actual airport employee overtime expenses	\$82	per hour

Anticipated Actual Airport Employee Expenses will be estimates, based on discussions between Airport management and event organizers, in advance of the event. The event organizer shall approve unanticipated additional expenses when possible. Any actual, unforeseen and unavoidable actual expenses above the initial estimate incurred by the Airport shall be due and payable by event organizer within 30 days of billing and may result in denial of future event permits if not paid in a timely manner. It is not anticipated that unforeseen costs above the original estimate will develop very often. Also, event organizers should not expect any level of effort by the Airport above that indicated in the estimate.

Both of these charges will be paid in advance of the event. After completion of the event, actual Airport expenses will be calculated. If the actual expenses are less than the anticipated expenses by \$100 or more, a refund will be issued to the Special Event organizer. Additional unexpected actual expenses will be billed and due/payable by the event organizer within 30 days of billing.

VIII. FUEL FLOWAGE FEES

Twelve cents (\$0.12) for each gallon of turbine fuel, aviation gasoline or auto fuel dispensed on the Airport.

IX. LATE FEE

Monthly rates and monthly charges shall be due and payable on the first day of each month for that month. A late fee shall be levied in the amount of ten percent (10%) of the amount due for any amount not received in the office of the Sonoma County Airport, 2290 Airport Boulevard, Santa Rosa, CA 95403 by the fifth day of the month due.

X. NON-REFUNDABLE APPLICATION FEES

The following fees are to cover a portion of the administrative costs to process certain types of agreements and to ensure the applicants have the means and desire to enter into the agreement. Application fees shall also apply to proposed assignments of such agreements where the County is being asked to consent to the assignment, and to any amendments of such agreements.

Sonoma County Airport
Master Fee Schedule FY 17-18

Application Type	Operator Type	FY 17-18
Aircraft Storage Waiting List	General Aviation	One month's rent
Assignment of Private Hangar with 30-day notice prior to sale	General Aviation	\$100
Assignment of Private Hangar less than 30-day notice prior to sale	General Aviation	\$500
Operating Agreement Aero	Non-based - limited services	\$306
Operating Agreement Non-Aero	Non-based - limited services	\$398
Operating Agreement Aero	Based – limited services	\$408
Operating Agreement Non-Aero	Based – limited services	\$530
Operating Agreement Aero	Based – full services	\$510
Operating Agreement Non-Aero	Based – full services	\$663
Lease Aero (month-to-month)	All	\$765
Lease Non-Aero (month-to-month)	All	\$995
Terminal Concession (month-to-month)	All	\$765
Lease (Less than ten-years in term)	All	\$3,443
Lease (More than ten-years in term)	All	\$7,140
Amendments to Lease (term)	All	\$2,040

No lease application fee is charged to government entities, airlines, or for leases at the Airport Industrial Building. Application fees for 501(c) non-profit entities will be charged one-half (½) of the applicable fees listed above.

In addition, for any agreement that is subject to CEQA and NEPA, the applicant shall reimburse the Airport all costs for processing the environmental documents.

Aircraft storage waiting list application fee is applied to first month's rent upon execution of storage unit lease.

XI. SPECIAL EVENT CHARGES (using Airport Facility)

Administrative Fee for Permit Processing and Use of Facilities and Grounds

Event	Unit	FY 17-18 Fee
Minimum Level – under 10 participants		
Private Event	Daily	\$0
Public Event	Daily	\$25
Medium Level – 10 to 300 participants		
Private Event/Public Event	Daily	\$100
Maximum Level – over 300 participants		
Private Event/Public Event	Daily	\$1,300
Filming	Daily	\$1,300

Sonoma County Airport
Master Fee Schedule FY 17-18

In addition to the fees listed above, a percentage rent of three percent (3%) of all gross revenues may also apply if the event has a gate/entrance fee and/or economic benefit to the organizers.

Charitable organizations that acquire 501(c) status will be charged one-half (½) of the charges and percentage rent listed above.

Anticipated Actual Airport Employee Expenses	\$65 per hour ⁷
Anticipated Actual Airport Employees Overtime Expenses	\$82 per hour ⁸

Anticipated Actual Airport Employee Expenses will be estimates, based on discussions between Airport Management and event organizers, in advance of the event. The event organizer shall approve unanticipated additional expenses when possible. Any actual, unforeseen and unavoidable actual expenses above the initial estimate incurred by the Airport shall be due and payable by event organizer within 30 days of billing and may result in denial of future event permits if not paid in a timely manner. It is not anticipated that unforeseen costs above the original estimate will develop very often. Also, event organizers should not expect any level of effort by the Airport above that indicated in the estimate.

Both of these charges will be paid in advance of the event. After completion of the event, actual Airport expenses will be calculated. If the actual expenses are less than the anticipated expenses by \$100 or more, a refund will be issued to the Special Event organizer. Additional unexpected actual expenses will be billed and due/payable by the event organizer within 30 days of billing.

XII. SECURITY IDENTIFICATION DISPLAY AREA (SIDA) BADGES

SIDA Badge with Background/Finger Print Check (STA & CHRC)	\$115
SIDA Badge without Background Check (CHRC only)	\$ 95
SIDA Badge without Finger Print Check (STA only)	\$ 65

Should applicant fail to complete training and pick up SIDA badge within 30 days of the approval date, applicant must restart approval process – including payment of associated fee.

SIDA Badge without Background and Fingerprint Check	\$ 45
SIDA Badge Replacement (due to expiration)	\$ 45
SIDA Badge Replacement (due to expiration)/Fingerprint Resubmission	\$ 70

Should badge holder fail to renew on time, applicant will be required to restart approval process and pay all associated fees.

SIDA Badge Replacement (due to card failure after warranty period)	\$ 25
SIDA Badge Replacement (due to card loss) plus penalty	\$ 25
Missed Appointment without notification	\$ 20

(CHRC – Criminal History Records Check, STA – Security Threat Assessment)

The badges will be replaced free of charge if they fail during the 45 day warranty period. The Airport Manager is authorized to modify the security badge fees during the fiscal year if needed

⁷ Includes vehicle and one employee regardless of classification of employee involved

⁸ Includes vehicle and one employee regardless of classification of employee involved

Sonoma County Airport
Master Fee Schedule FY 17-18

to reflect changes in background check fees from the government and changes in supply costs related to printing. In addition, the Airport Manager is authorized to change or charge fees as necessary to recoup fees resulting from changes in FAA or TSA regulations requiring payment from the Airport.

XIII. SIDA BADGE ADMINISTRATIVE REMEDIES

The following administrative remedies will be enforced by the Airport if it is found that a SIDA badge holder has violated TSA regulations and/or Airport regulations. The Airport Manager is authorized to change or charge administrative remedies as necessary resulting from changes in FAA or TSA regulations or requirements.

	Violation	1st Offense	2nd Offense
1	Badge is not returned within 72-hours due to card expiration, individual's separation from employment, upon demand from the Sonoma County Airport or TSA, upon conviction of a disqualifying crime set forth by TSA, or for any other reason.	\$150	N/A
2	Badge holder is found without their badge while within the SIDA.	\$100	\$200
3	Badge holder is found without their badge while within the AOA.	\$50	\$100
4	Badge holder alters their SIDA badge in any manner by covering up the picture, expiration date, name, or company name.	\$100 and badge revoke	Badge revoke
5	Authorized Signer does not ensure that applicant has kept Permanent Resident Card (green card), visa, or any other immigration form (found on the I-9 Form) current.	\$100	Badge revoke
6	Individual, who was not able to retain their SIDA badge due to their immigration status, is found within the fenced area of the Airport, including if they were being properly escorted by an Airport badged individual.	\$250	\$500
7	Airport badge holder escorts non-Airport badged individual within the fenced area of the Airport when they are aware that the non-Airport badge holder cannot obtain or retain an Airport badge due to their immigration status.	\$150	\$300
8	SIDA badge is not properly displayed while within the secure area.	Written warning	\$100
9	Badge holder does not close security gate properly and it is found left open and unattended.	\$50	\$100
10	Badge holder piggybacks through a secure gate or door or allows another individual to piggyback behind them through a secure gate or door (except if under escort by the badge holder, or at doors that have been approved for piggybacking by the Airport Manager's office).	\$100	\$200
11	Badge holder does not wait for a pedestrian or vehicle gate to close before proceeding into our out of the Airport premises.	\$50	\$100
12	Badge holder tailgates through a vehicle gate or allows another individual to tailgate behind them through a vehicle gate (except if escorted by the badge holder).	\$100	\$200

Sonoma County Airport
Master Fee Schedule FY 17-18

	Violation	1st Offense	2nd Offense
13	Badge holder allows a different individual to use their SIDA badge or another security access medium (key, gate device, etc.), regardless if the other individual is Airport badged or not, to access the SIDA or AOA.	Badge revoke	N/A
14	Airport or non-Airport badge holder is found trying to access the Airport premises using an Airport issued gate access media that no longer meets current Airport security guidelines.	\$500	Badge revoke
15	Airport or non-Airport badge holder is found trying to access the Airport premises using a non-Airport issued gate access media that does not meet current Airport security guidelines.	\$1,000, Police summons, badge revoke	\$5,000 Police summons
16	Badge holder does not report their badge lost, stolen, destroyed, or otherwise unaccounted for, within 24-hours, to the Airport Manager's office.	\$150	\$300
17	Cost of SIDA badge if it is lost, stolen, destroyed, or otherwise unaccounted for, regardless if it is reprinted (in addition to the fee in penalty #16, if not reported within 24-hours).	\$100	\$150
18	Reprinting cost of lost, stolen, destroyed, or otherwise unaccounted for SIDA badge (in addition to the fee in penalty #17).	\$25	\$25
19	Badge holder escorts more than three (3) individuals into the secure area without prior permission from the Airport.	\$200	Badge revoke
20	Badge holder escorts more than four (4) individuals into the AOA without prior permission from the Airport.	\$100	\$200
21	Badge holder escorts individual(s) into the SIDA for non-work related purposes (e.g. family members and friends) without prior written permission from the Airport Manager or his/her designee.	Written warning	\$100
22	Badge holder is escorted into the secure area and does not have their assigned SIDA badge with them, or escorts a different SIDA badged individual into the SIDA after that individual has been issued a SIDA badge.	\$100	\$200
23	Non-Airport badged individual who escorts individual(s) into the secure area.	\$1,000, police summons	
24	Badge holder leaves non-Airport badged individual(s) unattended within the SIDA.	\$200	\$300
25	Badge holder leaves non-Airport badged individual(s) unattended within the AOA.	\$100	\$200
26	Non-Airport badged individual is found unescorted within the SIDA.	\$250	\$500
27	SIDA or non-Airport badged individual, except for TSA and FAA inspectors, walk or drive a vehicle (e.g. a car) onto or across the airline ramp without being approved to do so by the Airport.	\$50	\$100
28	SIDA or non-Airport badged individual drives a vehicle (except for vehicles that are exempt by the Airport) into the secure area without first having the vehicle inspected by Airport staff.	\$200	Badge revoke

Sonoma County Airport
Master Fee Schedule FY 17-18

	Violation	1 st Offense	2 nd Offense
29	Badge holder does not challenge individuals in the SIDA or call the Airport Manager's office or Duty Phone to take over the challenge.	\$100	\$200
30	Badge holder is found to have a prohibited item (per TSA guidelines), other than those needed for work related purposes, while in the sterile area.	Written warning	\$250
31	Authorized Signer or SIDA badge holder does not complete the annual SIDA badge, gate remote device and / or key audit in the allotted time given to complete such audit(s).	\$200	Badge Revoke
32	Authorized Signer or SIDA badge holder does not complete the annual Authorized Signatory training in the allotted time given to complete such training.	\$200	Badge revoke
33	Company fails to assign an Authorized Signer for badge sponsorship within 72-hours of request from Airport or when original Authorized Signer has given up their duties.	\$100	\$200
34	Applicant misses a SIDA badge fingerprinting or SIDA training appointment, without giving prior notice.	\$20	\$20
35	Cost to reactivate gate access media if it is deactivated for any reason, including non-payment of Airport dues, no response to annual audits and/or annual Authorized Signatory training, or for any other reason deemed necessary to protect Airport security.	\$10/ea.	\$20/ea.
36	Cost charged to each badge holder if the Airport is forced to rebadge all current SIDA badge holders due to badge loss accountability exceeding TSA's mandate of maintaining a loss percentage of 5% or less of all issued SIDA badges.	\$10/ea.	\$15/ea.

XIV. STERILE AREA (SA) BADGES

SA Badge with Background/Finger Print Check (STA & CHRC)	\$115
SA Badge without Background Check (CHRC only)	\$ 95
SA Badge without Finger Print Check (STA only)	\$ 65

Should applicant fail to complete training and pick up SIDA badge within 30 days of the approval date, applicant must restart approval process – including payment of associated fee.

SA Badge without Background and Fingerprint Check	\$ 45
SA Badge Replacement (due to expiration)	\$ 45
SA Badge Replacement (due to expiration)/Fingerprint Resubmission	\$ 70

Should badge holder fail to renew on time, applicant will be required to restart approval process and pay all associated fees.

SA Badge Replacement (due to card failure after warranty period)	\$ 25
SA Badge Replacement (due to card loss) plus penalty	\$ 25
Missed Appointment without notification (CHRC – Criminal History Records Check, STA – Security Threat Assessment)	\$ 20

Sonoma County Airport
Master Fee Schedule FY 17-18

The badges will be replaced free of charge if they fail during the 45 day warranty period. The Airport Manager is authorized to modify the security badge fees during the fiscal year if needed to reflect changes in background check fees from the government and changes in supply costs related to printing. In addition, the Airport Manager is authorized to change or charge fees as necessary to recoup fees resulting from changes in FAA or TSA regulations requiring payment from the Airport.

XV. SA BADGE ADMINISTRATIVE REMEDIES

The following administrative remedies will be enforced by the Airport if it is found that a SA badge holder has violated TSA regulations and/or Airport regulations. The Airport Manager is authorized to change or charge administrative remedies as necessary resulting from changes in FAA or TSA regulations or requirements.

	Penalty	1st Offense	2nd Offense
1	Badge is not returned within 72-hours due to card expiration, individual's separation from employment, upon demand from the Sonoma County Airport or TSA, upon conviction of a disqualifying crime set forth by TSA, or for any other reason.	\$150	N/A
2	Badge holder is found without their badge while within the sterile area.	\$100	\$200
3	Sterile Area badge holder, or non-Airport badge holder, brings concession or vendor related items into the sterile area without having the items first pass through the security screening checkpoint.	\$500 and badge / lease revoke	N/A
4	Sterile Area badge holder, or non-Airport badge holder, brings a prohibited item (per TSA guidelines) into the sterile area.	\$500 and badge / lease revoke	
5	Badge holder alters their Sterile Area badge in any manner by covering up the picture, expiration date, name, or company name.	\$100 and badge revoke	Badge revoke
6	Authorized Signer does not ensure that applicant has kept Permanent Resident Card (green card), visa or any other immigration form (found on the I-9 Form) current.	\$100	Badge revoke
7	Individual, who was not able to retain their Sterile Area badge due to their immigration status, is found within the fenced area of the Airport, including if they were being properly escorted by an Airport badged individual.	\$250	\$500
8	Airport badge holder escorts non-Airport badged individual into the Sterile Area when they are aware that the non-Airport badged individual cannot obtain or retain an Airport badge due to their immigration status.	\$50	\$300
9	Sterile Area badge is not properly displayed while within the sterile area.	Written warning	\$100
10	Badge holder does not close a security gate or door properly and it is found left open and unattended.	\$50	\$100

Sonoma County Airport
Master Fee Schedule FY 17-18

	Penalty	1st Offense	2nd Offense
11	Badge holder piggybacks through a secure door or allows another individual to piggyback behind them through a secure door (except if under escort by the badge holder).	\$100	\$200
12	Badge holder allows a different individual to use their Sterile Area badge or another security access medium (key, etc.), regardless if that individual has an Airport badge or not, to access the sterile area.	Badge revoke	N/A
13	Airport or non-Airport badge holder is found trying to access the Airport premises using an Airport issued gate access media that no longer meets current Airport security guidelines.	\$500	Badge revoke
14	Airport or non-Airport badge holder is found trying to access the Airport premises using a non-Airport issued gate access media that does not meet the current Airport security guidelines.	\$1,000, Police summons, badge revoke	\$5,000 Police summons
15	Badge holder does not report their badge lost, stolen, destroyed, or otherwise unaccounted for, within 24-hours, to the Airport Manager's office.	\$150	\$300
16	Cost of Sterile Area badge if it is lost, stolen, destroyed, or otherwise unaccounted for, regardless if it is reprinted (in addition to the fee in penalty #15, if not reported within 24-hours).	\$100	\$150
17	Reprinting cost of a stolen, destroyed, or otherwise unaccounted for Sterile Area badge (in addition to the fee in penalty #16).	\$25	\$25
18	Badge holder escorts more than one (1) person into the sterile area.	\$200	Badge revoke
19	Badge holder escorts individual(s) into the sterile area for non-work related purposes (e.g. family members and friends) without prior written permission from the Airport Manager or his/her designee.	\$100	Badge revoke
20	Badge holder is escorted into the sterile area and does not have their assigned Sterile Area badge with them, or escorts a different Sterile Area badged individual into the sterile area after that individual has been issued a Sterile Area badge.	\$100	\$200
21	Non-Airport badged individual who escorts individuals into the sterile area.	\$1,000, police summons	
22	Badge holder leaves non-Airport badged individual unattended within the sterile area.	\$300	Badge revoke
23	Non-Airport badged individual is found unescorted within the sterile area, other than passengers who have been screened and cleared by TSA to board a commercial aircraft.	\$250	\$500
24	Sterile Area or non-Airport badged individual drives a vehicle (except for vehicles that are exempt by the Airport) into the secure area without prior permission from the Airport and without having the vehicle escorted and inspected by Airport staff prior to entering the area.	\$200	Badge revoke
25	Badge holder does not challenge individual in the sterile area or call the Airport Manager's office or Duty Phone to take over the challenge if it	\$100	\$200

Sonoma County Airport
Master Fee Schedule FY 17-18

	Penalty	1 st Offense	2 nd Offense
	is suspected that an individual should not be in the sterile area (i.e. other than the travelling public who have been screened and cleared by TSA to board a commercial flight).		
26	Authorized Signer or Sterile Area badge holder does not complete the annual Sterile Area badge or key audit in the allotted time given to complete such audit(s).	\$200	Badge Revoke
27	Authorized Signer or Sterile Area badge holder does not complete the annual Authorized Signatory training in the allotted time given to complete such training.	\$200	Badge revoke
28	Company fails to assign an Authorized Signer for badge sponsorship within 72-hours of request from Airport or when original Authorized Signer has given up their duties.	\$100	\$200
29	Applicant misses a Sterile Area badge fingerprinting or Sterile Area training appointment, without giving prior notice.	\$20	\$20
30	Cost to reactivate gate access media if it is deactivated for any reason, including non-payment of Airport dues, no response to annual Audits and/or annual Authorized Signatory training, or for any other reason deemed necessary to protect Airport security.	\$10/ea.	\$20/ea.
31	Cost charged to each badge holder if the Airport is forced to rebadge all current Sterile Area badge holders due to badge loss accountability exceeding TSA's mandate of maintaining a loss percentage of 5% or less of all issued Sterile Area badges.	\$10/ea.	\$15/ea.

XVI. AIRPORT OPERATION AREA (AOA) BADGES

AOA Badge - 1st issuance	\$ 40
AOA Badge Replacement (due to expiration)	\$ 25
AOA Badge Replacement (due to card failure after warranty period)	\$ 25
AOA Badge Replacement (due to card loss) plus penalty	\$ 20
Missed Appointment without notification	\$ 15

The badges will be replaced free of charge if they fail during the 45 day warranty period. The Airport Manager is authorized to modify the security badge fees during the fiscal year if needed to reflect changes in supply costs related to printing. In addition, the Airport Manager is authorized to change or charge fees as necessary to recoup fees resulting from changes in FAA or TSA regulations requiring payment from the Airport.

XVII. AOA BADGE ADMINISTRATIVE REMEDIES

The following administrative remedies will be enforced by the Airport if it is found that an AOA badge holder has violated TSA regulations and/or Airport regulations. The Airport Manager is authorized to change or charge administrative remedies as necessary resulting from changes in FAA or TSA regulations or requirements.

Sonoma County Airport
Master Fee Schedule FY 17-18

	Violation	1st Offense	2nd Offense
1	Badge is not returned within 72-hours due to card expiration, individual's separation from employment, upon demand from the Sonoma County Airport or TSA, upon conviction of a disqualifying crime set forth by TSA, or for any other reason.	\$150	N/A
2	Badge holder is found without their badge while within the AOA.	\$50	\$100
3	Badge holder alters their AOA badge in any manner by covering up the picture, expiration date, name, company name, or hangar number.	\$50	\$100
4	Authorized Signer does not ensure that applicant on Sponsor List has kept Permanent Resident Card (green card), visa, or any other immigration form (found on the I-9 Form) current.	\$100	Badge revoke
5	Individual, who was not able to retain their AOA badge due to their immigration status, is found within the fenced area of the Airport.	\$250, Police summons	\$500
6	Airport badge holder escorts a non-Airport badge holder within the fenced area of the Airport when they are aware that the non-Airport badge holder cannot obtain or retain an Airport badge due to their immigration status.	\$150	\$300
7	Airport or non-Airport badge holder is found trying to access the Airport premises using an Airport issued gate access media that no longer meets current Airport security guidelines.	\$500	Badge revoke
8	Airport or non-Airport badge holder is found trying to access the Airport premises using a non-Airport issued gate access media that does not meet current Airport security guidelines.	\$1,000, Police summons, badge revoke	\$5,000 Police summons
9	Badge holder does not wait for a pedestrian or vehicle gate to close before proceeding into or out of the Airport premises.	\$50	\$100
10	Badge holder tailgates through a vehicle gate or allows another individual to tailgate behind them through a vehicle gate (except if under escort by the badge holder).	\$100	\$200
11	Badge holder allows a different individual to use their AOA badge or another security access medium (key, gate access device, etc.), regardless if the other individual is Airport badged or not, to access the Airport fenced area.	\$100	\$200
12	Non-Airport issued badged individual is found within the AOA without a properly badged escort.	\$50	\$100
13	Badge holder does not report their badge lost, stolen, destroyed, or otherwise unaccounted for, within 24-hours, to the Airport Manager's office.	\$100	\$200
14	Cost of AOA badge if it is lost, stolen, destroyed, or otherwise unaccounted for, regardless if it is reprinted (in addition to the fee in penalty #13, if not reported within 24-hours).	\$100	\$150
15	Reprinting cost of lost, stolen, destroyed or otherwise unaccounted for AOA badge (in addition to the fee in penalty #14).	\$20	\$20

Sonoma County Airport
Master Fee Schedule FY 17-18

	Violation	1st Offense	2nd Offense
16	Badge holder escorts more than four (4) individuals onto Airport property without prior permission from the Airport.	\$100	\$200
17	Badge holder is escorted onto the AOA because they do not have their assigned AOA badge in their possession.	Written warning	\$50
18	Badge holder leaves escorted individual(s) unattended within the AOA.	\$100	\$200
19	AOA or non-Airport badged individual who escorts individuals into the secure area.	\$250	\$500
20	Non-Airport badged individual who escorts individuals onto the AOA.	\$150	\$300
21	AOA or non-Airport badged individual, except for TSA and FAA inspectors, and on-duty airline flight crew, is found unescorted within the secure area.	\$250	\$500
22	AOA or non-Airport badged individual, except for TSA and FAA inspectors, walk or drive a vehicle (e.g. a car) onto or across the airline ramp without being approved to do so by the Airport.	\$50	\$100
23	AOA or non-Airport badged individual drives a vehicle (except for vehicles that are exempt by the Airport) into the secure area without being escorted and having the vehicle inspected by Airport staff prior to entering the area.	\$200	Badge revoke
24	Authorized Signer or AOA badge holder does not complete the annual AOA badge, gate remote device and / or key audit in the allotted time given to complete such audit(s).	\$200	Badge revoke
25	Authorized Signer or AOA badge holder does not complete the annual Authorized Signatory training in the allotted time given to complete such training.	\$200	Badge revoke
26	Company or hangar tenant fails to assign an Authorized Signer for badge sponsorship within 72-hours of request from Airport, or when original Authorized Signer has given up their duties.	\$100	\$200
27	Cost to reactive gate access media if it is deactivated for any reason, including non-payment of Airport fees, no response to annual audits and/or annual Authorized Signatory training, or for any other reason deemed necessary to protect Airport security.	\$10/ea.	\$20/ea.
28	Cost charged to each badge holder if the Airport is forced to rebadge all current AOA badge holders due to badge loss accountability exceeding TSA's mandate of maintaining a loss percentage of 5% or less of all Airport issued AOA badges.	\$10/ea.	\$15/ea.

XVIII. VIOLATION RESPONSIBILITIES

Any person or entity whose actions or failure to act causes the Airport or any agent or employees of the Airport to incur a fine or other sanction imposed by the TSA, FAA or any other agency having jurisdiction over the operation of the Airport, shall be responsible for paying all fines assessed and/or for paying the costs of addressing and/or complying with the sanctions imposed, including required staff time and attorney fees.

Sonoma County Airport
Master Fee Schedule FY 17-18

XIX. AIRPORT REMOTE GATE ACCESS DEVICES

Due to recent upgrades to the Airport Security Management System and requirements from TSA, the Airport will no longer be able to sell remote gate access devices to Airport Tenants. For those tenants who have these devices, and these devices are still active in the security system and they are current tenants of the Airport, those devices will continue to function at the gates until such time that the device malfunctions or fails. At that time, the device will be removed from the security management system. If a tenant fails to respond to the annual audit concerning their remote gate access device, the device will be deactivated and will not be reactivated into the security management system.

XX. DRIVERS TRAINING

Due to Federal Aviation Administration requirements, the Airport is required to provide drivers training annually to any operator who accesses the Airport Movement Area. To comply with this requirement the Airport provides one class per month free of charge to vehicle operators during normal operational hours. Should the vehicle operators need special dates or times for their training, or need to be retrained during the calendar year, the operator shall pay the hourly employee rate as outlined in this resolution. These rates are set at \$65.00 per hour and \$82.00 per hour for training needed after business hours.

XXI. ADMINISTRATIVE CITATIONS

Chapter 3, Article I, of the Sonoma County Code established Administrative Citations for violations of Airport Rules and Regulations. Fines for violations are set by Government Codes 53069.4, 25132, and 36900. Violations of County Ordinance are set at \$100 for the first offense, \$200 for a second offense of the same ordinance within a year of the first offense, and \$500 for each additional violation within a year. Should the violation involve be related to Building and Safety Code, the fines are set at \$100 for the first offense, \$500 for the second offense of the same code within a year of the first offence, and \$1,000 for any additional offense within a year.

XXII. COMMERCIAL VEHICLE OPERATORS

All Passenger Stage Corporations (PSC), Transportation Network Companies (TNC), Transportation Charter Parties (TCP), Hotel Shuttles, Courtesy Vehicles, and Taxicabs, operating at the Airport, are required to comply with the Commercial Vehicle Ordinance (Chapter 3, Article IV of the Sonoma County Code). Vehicles are classified into three categories: Category 1 – 8 seats or less, Category 2 – 9 to 15 seats, and Category 3 – Over 15 seats.

	Category 1	Category 2	Category 3
Operator Application Fee	\$25	\$25	\$25
Vehicle Visual Inspection and Decal Fee (per vehicle)	\$30	\$30	\$40
Annual Inspection Fee	\$20	\$20	\$30
Annual Decal Fee	\$10	\$10	\$10
Re-inspection Fee	\$20	\$20	\$20
Airport Staging Permit Fee	\$1.50 per trip	\$2.00 per trip	\$2.50 per trip



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: May 9, 2017

Vote Requirement: Majority

Department or Agency Name(s): Sheriff's Office

Staff Name and Phone Number:

Marta Peavey 565-3928

Supervisorial District(s):

Countywide

Title: Ordinance Adopting Fee Changes for Sheriff-Coroner's Office

Recommended Actions:

Adopt ordinance establishing the fees to be collected by the Sheriff-Coroner's Office effective July 1, 2017.

Executive Summary:

The attached Fee and Revenue Summary Chart itemizes the proposed fees to be established by the Board of Supervisors and collected by the Sheriff's Office. Fees set by statute, such as civil process fees, are not addressed in this agenda item. All fee adjustments are included in the Sheriff's Office FY 17-18 requested budget.

Discussion:

An analysis of user fees effective July 1, 2017 has been prepared to illustrate the methodology used for fee calculations and to demonstrate that the proposed Sheriff's Office fees are based on amounts reasonably necessary to recover the cost of providing the service described. This document is on file with the Clerk.

The proposed fee rates beginning July 1, 2017 reflect an overall net fee revenue increase of \$46,231. Areas of change include a projected increase of \$2,286 in Central Information Bureau, a projected increase of \$6,745 in Coroner's fees, a projected revenue increase of \$35,820 in Patrol, and a \$1,380 projected increase in Telecommunications fees.

Overall, fees are increasing by an average 11.8%. This increase is due to a number of factors, including increases in salary and benefits, internal service costs, price of goods and services, and reassessment of workload required to complete tasks. Differences in the changes of individual fees are driven by variations in salary and benefit and overhead costs associated with sworn deputies and civilian employees as well as reallocations of staffing time. Attachment 3 includes details of all fee calculations.

Central Information

Central Information includes most fees processed through the reception area of the main Sheriff's Office building. The net increase of \$2,286 in fee revenue is principally derived from fees associated with copies. These fees have been adjusted from 3.3% to 12.6%, depending on the service.

The fees for Computer Aided Dispatch (CAD) Chronology Reports and Dispatch Recordings increased to reflect cost of business adjustments and indirect costs expected in FY 17-18. The fees are set at an amount necessary to recover cost of providing services.

Coroner

The Coroner has a recommended net increase in fee revenue of \$6,746. These fees have been adjusted from 2.9% to 34.0%, depending on the service, to reflect cost increases expected in FY 17-18. The net increase is principally derived from the Base Morgue Use fee and Body Removal fee. The Base Morgue Use Fee has increased primarily due to increases in energy costs, facility operation costs, and building improvement and maintenance project costs expected in FY 17-18.

Patrol

The Patrol Bureau has a recommended net increase in fee revenue of \$35,820. This is principally derived from an increase in security services and towed vehicle releases. The fee adjustments range from 4.6% to 26.4%, depending on the cost for providing services. Increased costs include wages, retirement, health insurance, disability insurance, and Peace Officer Standards and Training premium.

Telecommunications

Telecommunications has a recommended an increase in fee revenue of \$1,380. The increase is based on a 3.1% adjustment of salary and benefits for the communication technicians providing services. The fee increase reflects cost of business adjustments and indirect costs expected in FY 17-18. The fee is set at an amount necessary to recover cost of providing services.

Prior Board Actions:

Ordinance 6156, effective July 1, 2016

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

Fees for providing services enhance the Sheriff's ability to provide services that contribute to the safety and health of the community.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		46,231	
Additional Appropriation Requested			
Total Expenditures		46,231	
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other		46,231	
Use of Fund Balance			
Contingencies			
Total Sources		46,231	
Narrative Explanation of Fiscal Impacts:			
Total increased revenue due to changes to fees is expected to be \$46,231. Total revenue due to fees is expected to be \$734,584. The FY 17-18 Fee and Revenue Summary Chart (attached) outlines the 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:			
Ordinance establishing fee rates effective July 1, 2017. Fee Cover Sheet. Fee and Revenue Summary Chart. Analysis of User Fees effective July 1, 2017.			
Related Items "On File" with the Clerk of the Board:			

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ESTABLISHING FEES FOR VARIOUS SERVICES PROVIDED BY THE SHERIFF'S OFFICE.

The Board of Supervisors of the County of Sonoma, State of California ordains as follows:

SECTION I: The Sheriff's Office provides certain services to individuals and organizations that are considered extraordinary levels of service, or are services for which charges or other compensation are authorized pursuant to applicable laws.

SECTION II: Using available data, the Sheriff's Office has conducted a thorough analysis to determine the cost to the County of Sonoma of providing these services, and has provided such information to the Board of Supervisors.

SECTION III: Based on such information, this Board finds that it is in the public interest for the Sheriff's Office to continue to provide these services, that the proposed fees represent the reasonable cost of providing the services, and that such fees comply with all legal requirements, including but not limited to Art. XIII C of the California Constitution.

SECTION IV: Effective July 1, 2017, the fees for providing the identified services shall be as follows:

Central Information Bureau

Body Worn Camera Video: \$9.50 (DVD furnished by party requesting copy)

Carrying Concealed Weapons (CCW):

CCW Permit - New \$235.00 (Valid for two years)

CCW Permit - Renewal \$85.75 (Valid for two years)

CCW Permit - Amended \$85.75

(Sonoma County reserve deputies are exempt from paying CCW fees)

Copies:

Audio, Video, Data \$47.50 (DVD furnished by party requesting copy)

Booking Photos & Information

Defense Attorneys \$17.50

Licensed Bail Agents \$15.40

Call for Service Reports \$11.90

Chronology Reports - Netviewer \$11.90

Chronology Reports - CAD \$29.00

Coroner Reports \$11.90

Crime Photos \$47.50 (Plus actual vendor charges for reprints)

Crime Reports \$11.90

Dispatch Recordings \$50.00 (0-30 min, processing time – prorated thereafter
CD-R furnished by party requesting copy)

Hard Drive \$258.00 (Hard drive furnished by party requesting copy)

Misc. Documents – per page \$0.25

Photo Line-up Color copies \$16.80

Ten Print Card Reports \$66.50

Fingerprinting:	\$26.25	
Firearm Seizure, Storage, & Release:	\$136.00	(Initial firearm)
	\$58.50	(Per additional firearm)
Protective Order Firearm Storage & Release:	\$136.00	(Initial firearm)
	\$58.50	(Per additional firearm)
Gaming:		
Card Dealer		
Permit - New	\$271.00	(Plus State fingerprint fee)
Permit - Renewal	\$209.00	(Annual)
Permit - Replacement	\$37.25	
Gun Dealer:		
License - New	\$271.00	(Plus State fingerprint fee)
License - Renewal	\$209.00	(Annual)
Picture Arcade:		
Permit - New	\$271.00	(Plus State fingerprint fee)
Permit - Renewal	\$209.00	(Annual)
Secondhand Dealer:		
License - New	\$271.00	(Plus State fingerprint fee and DOJ fees)
License - Renewal	\$209.00	(Every other year)
Taxicab Fees:		
Vehicle Permit	\$72.00	(Annual)
Vehicle Permit - Renewal	\$72.00	
Driver Permit	\$72.00	(Plus State fingerprint fee) (Annual)
Driver Permit - Renewal	\$72.00	
Certificate of Exemption	\$31.50	
Verification Letters:		
Clearance Letter	\$10.30	
Crime Report Verification	\$10.30	
Incarceration Verification	\$10.30	
<u>Coroner</u>		
Body Removal:	\$323.00	
Morgue Use Fee:		
Base Fee	\$323.00	
Biohazardous Waste Disposal	\$89.25	
Forensic Assistant	\$104.54	(First 1.5 hours normal work day - \$34.85 each half hour thereafter)
Forensic Assistant OT	\$113.22	(First 2 hours-\$28.30 per half hour thereafter)
Deputy Detective OT	\$219.98	(First 2 hours-\$55.00 per half hour thereafter)
Sergeant Detective OT	\$267.06	(First 2 hours-\$66.77 per half hour thereafter)

Helicopter Service

ALS (Per transport)	\$2,591	(Applies to all ALS transports)
SAR (Per call-out)	\$2,796	(Applies to rescue of out-of-County residents)
Law Enf. (Per call-out)	\$2,896	(Applies only to special enforcement situations)

Patrol

Driving Under the Influence Incidents:

DUI Incident Response	\$455.00	
DUI Pursuits	\$455.00	(Up to the first hour of pursuit; \$227.50 for each additional 30-minute increment.)

Explosive Ordnance Disposal:

EOD Services In-County		
Deputy II	\$375.94	(3 hour minimum plus vehicle fee-\$111.36 per hour thereafter)
Sergeant	\$454.21	(3 hour minimum plus vehicle fee-\$137.45 per hour thereafter)
EOD Services Out-of-County		
Deputy II	\$469.93	(Applies to all Out-of-County 25% premium, 3 hour minimum plus vehicle fee-\$139.21 per hour thereafter)
Sergeant	\$567.76	(Applies to all Out-of-County 25% premium, 3 hour minimum plus vehicle fee-\$171.81 per hour thereafter)

Response to Unabated Disturbance:

Deputy Labor (Per Hour)	\$115.77	(These rates may be used for any billings that involve straight time for listed classifications.)
Sergeant Labor (Per Hour)	\$144.90	

Security Services:

Community Services Officer	\$49.07	(Per Hour: These rates may be used for any billings that involve overtime.)
Deputy II Labor	\$101.62	
Sergeant Labor	\$129.19	
Dispatcher Labor	\$70.88	
Senior Dispatcher	\$77.99	
Supervising Dispatcher	\$88.48	
Vehicle Daily Use	\$65.12	(Per Patrol Vehicle – See above for the fee applicable to use of the Sheriff's helicopter)
Vehicle Mileage Rate	\$0.67	
Fuel Charge	\$3.63	per gallon

Towed Vehicle Release:	\$200.00	(Per vehicle)
-------------------------------	----------	---------------

Telecommunications

Telecommunications Fee:

Comm. Tech	\$75.91	Per Hour (Materials will be billed in addition to fees at actual cost)
------------	---------	--

SECTION V: All prior or concurrent ordinances and resolutions which relate to the establishment or modification of fees charged by the Sheriff's Office shall remain in full force and effect to the extent not expressly revised herein.

SECTION VI: If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared unconstitutional or invalid.

SECTION VII: This ordinance shall be declared to be in full force and effect from July 1, 2017, and a summary of the ordinance shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma finally passed and adopted this 9th day of May 2017 on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: ___ Rabbitt: ___ Gore: ___ Hopkins: ___ Zane: ___

Ayes: ___ Noes: ___ Absent: ___ Abstain: ___

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Sheryl Bratton, County Clerk and
Clerk of the Board of Supervisors

Department: Sheriff

Fee Hearing: Spring 2017

Reference number	Fee Description (short)	Legal basis for fee	Requirement to Adjust Fee (Resolution or Ordinance)	FY 2015-16 Units	Anticipated Units, FY 2017-18	Current fee amount	Proposed fee amount	Change in fee	Proposed effective date	Additional Revenue Expected**	Last date fee changed	Amount prior to last change	Actual Cost of Providing Service
1	Body Worn Camera Videos	GC 6253	Ordinance	5330	1000	\$ 10.50	\$ 9.50	-10%	7/1/2017	\$ (1,000.00)	7/1/2016	\$ -	\$ 9.50
2	CCW Permit - New	PC 26190/GC 54985	Ordinance	3	9	\$ 212.00	\$ 235.00	11%	7/1/2017	\$ 207.00	7/1/2016	\$ 100.00	\$ 235.00
3	CCW Permit - Renewal	PC 26190/GC 54985	Ordinance	51	30	\$ 80.75	\$ 85.75	6%	7/1/2017	\$ 150.00	7/1/2016	\$ 25.00	\$ 85.75
4	CCW Permit - Amended	PC 26190/GC 54985	Ordinance	7	5	\$ 80.75	\$ 85.75	6%	7/1/2017	\$ 25.00	7/1/2016	\$ 10.00	\$ 85.75
5	Copies-Audio, Video, Data	GC 6253	Ordinance	344	400	\$ 46.00	\$ 47.50	3%	7/1/2017	\$ 600.00	7/1/2016	\$ 100.00	\$ 47.50
6	Copies-Crime Photo	GC 6253	Ordinance	1	5	\$ 46.00	\$ 47.50	3%	7/1/2017	\$ 7.50	7/1/2016	\$ 60.25	\$ 47.50
7	Copies-Hard Drive	GC 6253	Ordinance	5	2	\$ 228.00	\$ 258.00	13%	7/1/2017	\$ 60.00	7/1/2016	\$ -	\$ 258.00
8	Copies-Booking Photo & Information-Defense Attorney	GC 6253	Ordinance	0	0	\$ 15.50	\$ 17.50	13%	7/1/2017	\$ -	7/1/2016	\$ 14.80	\$ 17.50
9	Copies-Booking Photo & Information-Licensed Bail Agent	PC 11105.6	Ordinance	24	14	\$ 13.40	\$ 15.40	15%	7/1/2017	\$ 28.00	7/1/2016	\$ 12.80	\$ 15.40
10	Copies-Crime Report	GC 6253	Ordinance	366	55	\$ 10.60	\$ 11.90	12%	7/1/2017	\$ 71.50	7/1/2016	\$ 11.00	\$ 11.90
11	Copies-Call for Service Report	GC 6253	Ordinance	50	40	\$ 10.60	\$ 11.90	12%	7/1/2017	\$ 52.00	7/1/2016	\$ 11.00	\$ 11.90
12	Copies-Chronology Report/Netviewer	GC 6253	Ordinance	0	0	\$ 10.60	\$ 11.90	12%	7/1/2017	\$ -	7/1/2016	\$ 11.00	\$ 11.90
13	Copies-Chronology Report/CAD	GC 6253	Ordinance	687	335	\$ 25.75	\$ 29.00	13%	7/1/2017	\$ 1,088.75	7/1/2016	\$ 11.00	\$ 29.00
14	Copies-Coroner Report	GC 6253	Ordinance	12	2	\$ 11.50	\$ 11.90	3%	7/1/2017	\$ 0.80	7/1/2016	\$ 11.00	\$ 11.90
15	Copies-Dispatch Recording	GC 6253	Ordinance	418	325	\$ 44.75	\$ 50.00	12%	7/1/2017	\$ 1,706.25	7/1/2016	\$ 41.25	\$ 50.00
16	Copies-Miscellaneous documents	GC 6253	Ordinance	1330	100	\$ 0.10	\$ 0.25	150%	7/1/2017	\$ 15.00	7/1/1994	\$ -	\$ 0.25
17	Copies-Photo Line-up Color	GC 6253	Ordinance	0	2	\$ 14.80	\$ 16.80	14%	7/1/2017	\$ 4.00	7/1/2016	\$ 55.25	\$ 16.80
18	Copies-Ten Print Card Report	GC 6253	Ordinance	0	0	\$ 27.00	\$ 66.50	146%	7/1/2017	\$ -	7/1/2016	\$ 27.50	\$ 66.50
19	Fingerprinting	PC 13300	Ordinance	57	60	\$ 23.00	\$ 26.25	14%	7/1/2017	\$ 195.00	7/1/2016	\$ 21.75	\$ 26.25
20	Firearm Seizure, Storage & Release	PC 33880	Ordinance	30	25	\$ 121.00	\$ 136.00	12%	7/1/2017	\$ 375.00	7/1/2016	\$ 144.00	\$ 136.00
21	Firearm Seizure, Storage & Release-Add'l firearms	PC 33880	Ordinance	48	15	\$ 51.00	\$ 58.50	15%	7/1/2017	\$ 112.50	7/1/2016	\$ 48.50	\$ 58.50
22	Firearm Protection Order Storage & Release	FC 6389	Ordinance	0	0	\$ 121.00	\$ 136.00	12%	7/1/2017	\$ -	7/1/2016	\$ -	\$ 136.00
23	Firearm Protection Order Storage & Release-Add'l firearms	FC 6389	Ordinance	0	0	\$ 51.00	\$ 58.50	15%	7/1/2017	\$ -	7/1/2016	\$ -	\$ 58.50
24	Gaming-Card Dealer/New	So Cty Code, Article II, 4-14 to 4-29	Ordinance	0	0	\$ 233.00	\$ 271.00	16%	7/1/2017	\$ -	7/1/2016	\$ 232.00	\$ 271.00
25	Gaming-Card Dealer/Renewal	So Cty Code, Article II, 4-14 to 4-29	Ordinance	0	1	\$ 179.00	\$ 209.00	17%	7/1/2017	\$ 30.00	7/1/2016	\$ 180.00	\$ 209.00
26	Gaming-Card Dealer/Replacement	So Cty Code, Article II, 4-14 to 4-29	Ordinance	0	0	\$ 32.75	\$ 37.25	14%	7/1/2017	\$ -	7/1/2016	\$ 32.50	\$ 37.25
27	Gun Dealer - New	So Cty Code, Article II, 19A-10 and 19A-11	Ordinance	1	1	\$ 233.00	\$ 271.00	16%	7/1/2017	\$ 38.00	7/1/2016	\$ 232.00	\$ 271.00
28	Gun Dealer - Renewal	So Cty Code, Article II, 19A-10 and 19A-11	Ordinance	4	1	\$ 179.00	\$ 209.00	17%	7/1/2017	\$ 30.00	7/1/2016	\$ 180.00	\$ 209.00
29	Picture Arcade - New	So Cty Code, Article VI, 4-92	Ordinance	0	0	\$ 233.00	\$ 271.00	16%	7/1/2017	\$ -	7/1/2016	\$ 232.00	\$ 271.00
30	Picture Arcade - Renewal	So Cty Code, Article VI, 4-92	Ordinance	0	0	\$ 179.00	\$ 209.00	17%	7/1/2017	\$ -	7/1/2016	\$ 180.00	\$ 209.00
31	Secondhand Dealer License - New	B&P 21642	Ordinance	3	0	\$ 233.00	\$ 271.00	16%	7/1/2017	\$ -	7/1/2016	\$ 232.00	\$ 271.00
32	Secondhand Dealer License - Renewal	B&P 21642	Ordinance	4	3	\$ 179.00	\$ 209.00	17%	7/1/2017	\$ 90.00	7/1/2016	\$ 180.00	\$ 209.00
33	Taxicab - Vehicle Permit	So Cty Code, Article IX, 18-60 to 18-70	Ordinance	22	25	\$ 97.75	\$ 72.00	-26%	7/1/2017	\$ (643.75)	7/1/2016	\$ 121.00	\$ 72.00
34	Taxicab - Vehicle Permit/Renewal	So Cty Code, Article IX, 18-60 to 18-70	Ordinance	0	0	\$ 62.25	\$ 72.00	16%	7/1/2017	\$ -	7/1/2016	\$ -	\$ 72.00
35	Taxicab - Driver Permit	So Cty Code, Article IX, 18-60 to 18-70	Ordinance	5	4	\$ 169.00	\$ 72.00	-57%	7/1/2017	\$ (388.00)	7/1/2016	\$ 155.00	\$ 72.00
36	Taxicab - Driver Permit/Renewal	So Cty Code, Article IX, 18-60 to 18-70	Ordinance	0	0	\$ 75.75	\$ 72.00	-5%	7/1/2017	\$ -	7/1/2016	\$ -	\$ 72.00
37	Taxicab - Certificate of Exemption	So Cty Code, Article IX, 18-60 to 18-70	Ordinance	21	18	\$ 80.75	\$ 31.50	-61%	7/1/2017	\$ (886.50)	7/1/2016	\$ 81.25	\$ 31.50
38	Verification-Clearance Letter	Cal. Const. Art. XI, § 7 and Art. XIII, § 1(e)	Ordinance	133	100	\$ 8.90	\$ 10.30	16%	7/1/2017	\$ 140.00	7/1/2016	\$ 8.50	\$ 10.30
39	Verification-Incarceration Letter	Cal. Const. Art. XI, § 7 and Art. XIII, § 1(e)	Ordinance	185	125	\$ 8.90	\$ 10.30	16%	7/1/2017	\$ 175.00	7/1/2016	\$ 8.50	\$ 10.30
40	Verification-Crime Report	Cal. Const. Art. XI, § 7 and Art. XIII, § 1(e)	Ordinance	2	2	\$ 8.90	\$ 10.30	16%	7/1/2017	\$ 2.80	7/1/2016	\$ 8.50	\$ 10.30
41	Body Removal	GC 27472/GC 54985	Ordinance	390	489	\$ 314.00	\$ 323.00	3%	7/1/2017	\$ 4,401.00	7/1/2016	\$ 100.00	\$ 323.00
42	Base Morgue Use Fee	Cal. Const. Art. XI, § 7 and Art. XIII, § 1(e)	Ordinance	35	25	\$ 241.00	\$ 323.00	34%	7/1/2017	\$ 2,050.00	7/1/2016	\$ 258.00	\$ 323.00
43	Morgue Biohazardous Waste Disposal	County BPO/pass-through	Ordinance	33	28	\$ 85.00	\$ 89.25	5%	7/1/2017	\$ 119.00	7/1/2016	\$ 84.00	\$ 89.25
44	Morgue Staff-Forensic Assistant/Straight Time	Cal. Const. Art. XI, § 7 and Art. XIII, § 1(e)	Ordinance	1	4	\$ 96.02	\$ 104.54	9%	7/1/2017	\$ 34.08	7/1/2016	\$ 87.36	\$ 104.54
45	Morgue Staff-Forensic Assistant/Overtime	Cal. Const. Art. XI, § 7 and Art. XIII, § 1(e)	Ordinance	7	5	\$ 109.66	\$ 113.22	3%	7/1/2017	\$ 17.80	7/1/2016	\$ 104.04	\$ 113.22
46	Morgue Staff-Deputy Detective/Overtime	Cal. Const. Art. XI, § 7 and Art. XIII, § 1(e)	Ordinance	23	12	\$ 209.68	\$ 219.98	5%	7/1/2017	\$ 123.60	7/1/2016	\$ 189.22	\$ 219.98
47	Morgue Staff-Sergeant Detective/Overtime	Cal. Const. Art. XI, § 7 and Art. XIII, § 1(e)	Ordinance	0	0	\$ 258.16	\$ 267.06	3%	7/1/2017	\$ -	7/1/2016	\$ 244.94	\$ 267.06
48	Helicopter Advanced Life Support Medical - Per Transport	GC 53060	Ordinance	0	0	\$ 2,455.00	\$ 2,591.00	6%	7/1/2017	\$ -	7/1/2016	\$ 1,871.00	\$ 2,591.00
49	Helicopter Search and Rescue - Per Call Out	GC 26614.5	Ordinance	0	0	\$ 2,447.00	\$ 2,796.00	14%	7/1/2017	\$ -	7/1/2016	\$ 2,128.00	\$ 2,796.00
50	Helicopter Law Enforcement - Per Call Out	GC 53060	Ordinance	0	0	\$ 2,453.00	\$ 2,896.00	18%	7/1/2017	\$ -	7/1/2016	\$ 2,063.00	\$ 2,896.00
51	DUI Incident Response	GC 53150	Ordinance	0	0	\$ 400.00	\$ 455.00	14%	7/1/2017	\$ -	7/1/2016	\$ 394.00	\$ 455.00
52	DUI Pursuits	GC 53150	Ordinance	0	0	\$ 400.00	\$ 455.00	14%	7/1/2017	\$ -	7/1/2016	\$ 394.00	\$ 455.00
53	Bomb Squad-EOD In County/Deputy Adv Overtime	GC 53060	Ordinance	0	0	\$ 352.69	\$ 375.94	7%	7/1/2017	\$ -	7/1/2016	\$ 350.02	\$ 375.94
54	Bomb Squad-EOD In County/Sergeant Adv Overtime	GC 53060	Ordinance	0	0	\$ 433.21	\$ 454.21	5%	7/1/2017	\$ -	7/1/2016	\$ 405.37	\$ 454.21
55	Bomb Squad-EOD Out-of-County/Deputy Adv Overtime	GC 53060	Ordinance	0	0	\$ 440.86	\$ 469.93	7%	7/1/2017	\$ -	7/1/2016	\$ 437.52	\$ 469.93
56	Bomb Squad-EOD Out-of-County/Sergeant Adv Overtime	GC 53060	Ordinance	0	0	\$ 541.51	\$ 567.76	5%	7/1/2017	\$ -	7/1/2016	\$ 506.72	\$ 567.76
57	Response to Unabated Disturbances- Deputy	So Cty Code, Article V11, 4-101 to 4-105	Ordinance	0	0	\$ 99.97	\$ 115.77	16%	7/1/2017	\$ -	7/1/2016	\$ 99.33	\$ 115.77
58	Response to Unabated Disturbances - Sergeant	So Cty Code, Article V11, 4-101 to 4-105	Ordinance	0	0	\$ 123.30	\$ 144.90	18%	7/1/2017	\$ -	7/1/2016	\$ 120.48	\$ 144.90
59	Security Services-CSO II Overtime	GC 53069.8	Ordinance	120	110	\$ 47.59	\$ 49.07	3%	7/1/2017	\$ 162.80	7/1/2016	\$ 45.69	\$ 49.07
60	Security Services-Deputy Overtime	GC 53069.8	Ordinance	3479	4000	\$ 95.16	\$ 101.62	7%	7/1/2017	\$ 25,840.00	7/1/2016	\$ 94.61	\$ 101.62
61	Security Services-Sergeant Overtime	GC 53069.8	Ordinance	717	775	\$ 123.53	\$ 129.19	5%	7/1/2017	\$ 4,386.50	7/1/2016	\$ 114.36	\$ 129.19

62	Security Services-Dispatcher Overtime	GC 53069.8	Ordinance	207	210	\$ 68.74	\$ 70.88	3%	7/1/2017	\$ 449.40	7/1/2016	\$ 64.06	\$ 70.88
63	Security Services-Sr Dispatcher Overtime	GC 53069.8	Ordinance	0	0	\$ 72.02	\$ 77.99	8%	7/1/2017	\$ -	7/1/2016	\$ 69.88	\$ 77.99
64	Security Services-Supr Dispatcher Overtime	GC 53069.8	Ordinance	0	0	\$ 80.70	\$ 88.48	10%	7/1/2017	\$ -	7/1/2016	\$ 79.23	\$ 88.48
65	Security Services-Vehicle Daily Use	GC 53069.8/County Fleet pass-through	Ordinance	199	250	\$ 60.72	\$ 65.12	7%	7/1/2017	\$ 1,100.00	7/1/2016	\$ 60.53	\$ 65.12
66	Security Services-Vehicle Mileage Rate	GC 53069.8/County Fleet pass-through	Ordinance	4624	6000	\$ 0.53	\$ 0.67	26%	7/1/2017	\$ 840.00	7/1/2015	\$ 0.48	\$ 0.67
67	Security Services-Fuel Charge	GC 53069.8/County Fleet pass-through	Ordinance	389	550	\$ 4.21	\$ 3.63	-14%	7/1/2017	\$ (319.00)	7/1/2015	\$ 4.27	\$ 3.63
68	Towed Vehicle Release	VC 22850.5	Ordinance	175	140	\$ 176.00	\$ 200.00	14%	7/1/2017	\$ 3,360.00	7/1/2016	\$ 195.00	\$ 200.00
69	Telecommunications Technician Rate	GC 53060	Ordinance	130	600	\$ 73.61	\$ 75.91	3%	7/1/2017	\$ 1,380.00	7/1/2016	\$ 70.92	\$ 75.91

Fee and Revenue Summary Chart

Sheriff's Office

Fee Description	FY 17-18 Anticipated Units	FY 16-17 Fee Amount	FY 17-18 Proposed Fee Amount	Change in Fee	Percent Change in Fee	FY 17-18 Additional Revenue Expected
-----------------	----------------------------------	---------------------------	------------------------------------	------------------	-----------------------------	---

Central Information (Department Budget 30012200)

Body Worn Camera Videos

Body Worn Camera Videos	1000	\$10.50	\$9.50	(\$1.00)	-9.5%	(\$1,000.00)
-------------------------	------	---------	--------	----------	-------	--------------

Justification: This rate is based on an analysis in the cost of doing business and indirect costs which are allocated for Law Enforcement Administration and Sheriff's Administration. For FY 17-18, it is recommended that the fee decrease based on a reassignment of staff involved in providing the services.

Carrying Concealed Weapons (CCW)

CCW Permits - New	9	\$212.00	\$235.00	\$23.00	10.8%	\$207.00
CCW Permits - Renewal	30	\$80.75	\$85.75	\$5.00	6.2%	\$150.00
CCW Permits - Amended	5	\$80.75	\$85.75	\$5.00	6.2%	\$25.00

Justification: Rate changes are the result of differences in the cost of business adjustments and indirect costs which are allocated for Law Enforcement Administration and Sheriff's Administration. Section 26190 of the State Penal Code established a fee limit not to exceed \$100 for a new permit; \$25 for a permit renewal; and \$10 for an amended permit. Section 54985 of the Government Code allows us to increase fees to an amount reasonably necessary to recover the cost of providing services. For FY 17-18, the proposed rate increases are at a level to recover the cost of providing the services. Current Counsel affirm the legal authority increase fees above the statutory limit under Government Code Section 54985.

Copies

Crime Photos	5	\$46.00	\$47.50	\$1.50	3.3%	\$7.50
Audio, Video, Data	400	\$46.00	\$47.50	\$1.50	3.3%	\$600.00
Hard Drive	2	\$228.00	\$258.00	\$30.00	13.2%	\$60.00
Booking Photos & Information						
Defense Attorneys	0	\$15.50	\$17.50	\$2.00	12.9%	\$0.00
Licensed bail agents	14	\$13.40	\$15.40	\$2.00	14.9%	\$28.00
Crime Reports	55	\$10.60	\$11.90	\$1.30	12.3%	\$71.50
Call for Service Reports	40	\$10.60	\$11.90	\$1.30	12.3%	\$52.00
Chronology Reports-Netviewer	0	\$10.60	\$11.90	\$1.30	12.3%	\$0.00
Chronology Reports-CAD	335	\$25.75	\$29.00	\$3.25	12.6%	\$1,088.75
Coroner Reports	2	\$11.50	\$11.90	\$0.40	3.5%	\$0.80
Dispatch Recordings	325	\$44.75	\$50.00	\$5.25	11.7%	\$1,706.25
Miscellaneous Copies	100	\$0.10	\$0.25	\$0.15	150.0%	\$15.00
Photo Line-up Color copy	2	\$14.80	\$16.80	\$2.00	13.5%	\$4.00
Ten Print Card Reports	0	\$27.00	\$66.50	\$39.50	146.3%	\$0.00

Justification: Rate changes are the result of differences in the cost of business adjustments and indirect costs which are allocated for Law Enforcement and Sheriff's Administration. For FY 17-18, the proposed rate increases are based on estimated salary & benefit rates at the time of fee development. The rate increase for miscellaneous copies is consistent with the fee charged by the Board of Supervisors. The rate increase for a Ten Print Card report is based on an analysis that determined an increase in the amount of time needed and a reassignment of staff involved in providing the service.

Note: The vendor's actual charge for the first reprint, as well as any additional reprints, is added to the fee for crime photos.

Fee and Revenue Summary Chart

Sheriff's Office

Fee Description	FY 17-18 Anticipated Units	FY 16-17 Fee Amount	FY 17-18 Proposed Fee Amount	Change in Fee	Percent Change in Fee	FY 17-18 Additional Revenue Expected
Fingerprinting	60	\$23.00	\$26.25	\$3.25	14.1%	\$195.00

Note: California Penal Code 13300 allows us to charge a fee to cover the cost of taking the fingerprints and processing the required documents. A rate change is the result of change in cost of business adjustments and indirect costs which are allocated for Law Enforcement Administration and Sheriff's Administration. For FY 17-18, the proposed rate increase for fingerprinting is based on estimated salary & benefit rates for a community services officer at the time of fee development.

Firearm Seizure, Storage & Release	25	\$121.00	\$136.00	\$15.00	12.4%	\$375.00
(Additional Firearms)	15	\$51.00	\$58.50	\$7.50	14.7%	\$112.50
Firearm Protective Order Storage/Release	0	\$121.00	\$136.00	\$15.00	12.4%	\$0.00
(Additional Firearms)	0	\$51.00	\$58.50	\$7.50	14.7%	\$0.00

Justification: Rate changes are the result of differences in the cost of business adjustments and indirect costs which are allocated for Law Enforcement Administration and Sheriff's Administration. For FY 17-18, the proposed rate increases are based on estimated salary & benefit rates at the time of fee development.

Gaming

Card Dealer						
New	0	\$233.00	\$271.00 ¹	\$38.00	16.3%	\$0.00
Renewal	1	\$179.00	\$209.00	\$30.00	16.8%	\$30.00
Replacement	0	\$32.75	\$37.25	\$4.50	13.7%	\$0.00

Justification: With the advent of Indian Casinos, gaming permits are very seldom requested. Rate changes are the result of differences in cost of business adjustments and indirect costs which are allocated for Law Enforcement Administration and Sheriff's Administration.

Gun Dealers

New	1	\$233.00	\$271.00 ¹	\$38.00	16.3%	\$38.00
Renewal	1	\$179.00	\$209.00	\$30.00	16.8%	\$30.00

Justification: Rate changes are the result of differences in the cost of business adjustments and indirect costs which are allocated for Law Enforcement Administration and Sheriff's Administration.

Picture Arcade (Adult Book Stores)

New	0	\$233.00	\$271.00 ¹	\$38.00	16.3%	\$0.00
Renewal	0	\$179.00	\$209.00	\$30.00	16.8%	\$0.00

Justification: Rate changes are the result of differences in the cost of business adjustments and indirect costs which are allocated to Law Enforcement Administration and Sheriff's Administration. Picture arcades consist of adult book stores.

Secondhand Dealer

New	0	\$233.00	\$271.00 ¹	\$38.00	16.3%	\$0.00
Renewal	3	\$179.00	\$209.00	\$30.00	16.8%	\$90.00

Justification: Rate changes are the result of differences in the cost of business adjustments and indirect costs which are allocated for Law Enforcement Administration and Sheriff's Administration. Secondhand dealers include pawn shops and for profit thrift stores.

License fees set by the state are collected in addition to County Fees and passed along to the Department of Justice.

Fee and Revenue Summary Chart

Sheriff's Office

Fee Description	FY 17-18 Anticipated Units	FY 16-17 Fee Amount	FY 17-18 Proposed Fee Amount	Change in Fee	Percent Change in Fee	FY 17-18 Additional Revenue Expected
Taxicab fees						
Vehicle Permit	25	\$97.75	\$72.00	(\$25.75)	-26.3%	(\$643.75)
Vehicle Permit Renewal		\$62.25	\$72.00	\$9.75		\$0.00
Driver Permit	4	\$169.00	\$72.00	(\$97.00)	-57.4%	(\$388.00)
Driver Permit Renewal		\$75.75	\$72.00	(\$3.75)		\$0.00
Certificate of Exemption	18	\$80.75	\$31.50	(\$49.25)	-61.0%	(\$886.50)

Justification: Rate changes are the result of differences in the cost of business adjustments and indirect costs which are allocated for Law Enforcement Administration. For FY 17-18, the proposed rate decrease for permits is based on analysis that determined a gain in operational efficiencies and a reassignment of staff involved in providing the services.

Verification Letters

Clearance Letters	100	\$8.90	\$10.30	\$1.40	15.7%	\$140.00
Incarceration Verification	125	\$8.90	\$10.30	\$1.40	15.7%	\$175.00
Crime Report Verification	2	\$8.90	\$10.30	\$1.40	15.7%	\$2.80

Justification: Rate changes are the result of differences in the cost of business adjustments and indirect costs which are allocated for Law Enforcement Administration and Sheriff's Administration. For FY 17-18, the proposed rate increases are based on estimated salary & benefit rates at the time of fee development.

Sub-Total Central Information \$2,285.85

Coroner (Department Budget 30014600)

Body Removal Fees

Removal rate	489	\$314.00	\$323.00	\$9.00	2.9%	\$4,401.00
--------------	-----	----------	----------	--------	------	------------

Justification: Rate changes are the result of differences in the cost of business adjustments and indirect costs which are allocated for Law Enforcement Administration and Sheriff's Administration. Government Code Section 27472 establishes a fee not to exceed \$100. However, Section 54985 of the Government Code allows us to increase the fee above the statutory limit with board approval to an amount reasonably necessary to recover the cost of providing services. Current County Counsel affirm the legal authority to increase fees above the statutory limit under Government Code Section 54985.

Note: These fees are expected to be collected by local mortuaries.

Morgue Use Fees

Base Morgue Use Fee	25	\$241.00	\$323.00	\$82.00	34.0%	\$2,050.00
Biohazardous Waste Disposal	28	\$85.00	\$89.25	\$4.25	5.0%	\$119.00
Morgue Staff Costs						
Straight Time (90 minute minimum)						
Forensic Assistant	4	\$96.02	\$104.54	\$8.52	8.9%	\$34.08
Overtime (2 hour minimum)						
Forensic Assistant	5	\$109.66	\$113.22	\$3.56	3.2%	\$17.80
Deputy Detective	12	\$209.68	\$219.98	\$10.30	4.9%	\$123.60
Sergeant Detective	0	\$258.16	\$267.06	\$8.90	3.4%	\$0.00

Justification: Rate changes associated with staff provided during procedures are a result of change in cost of business adjustments and indirect costs which are allocated for Law Enforcement Administration and Sheriff's Administration. For FY 17-18, the proposed increase for base morgue use fee is based on an analysis that determined an increase in energy costs (water & sewer), facility operation costs (janitorial), and local project costs (maintenance). The increase for biohazardous waste disposal fee is based on a 5% COLA per the vendor agreement.

Sub-Total Coroner \$6,745.48

Fee and Revenue Summary Chart

Sheriff's Office

Fee Description	FY 17-18 Anticipated Units	FY 16-17 Fee Amount	FY 17-18 Proposed Fee Amount	Change in Fee	Percent Change in Fee	FY 17-18 Additional Revenue Expected
-----------------	----------------------------------	---------------------------	------------------------------------	------------------	-----------------------------	---

Helicopter Service (Department Budget 30014301)

ALS - Per Transport	0	\$2,455.00	\$2,591.00	\$136.00	5.5%	\$0.00
SAR - Per Call Out	0	\$2,447.00	\$2,796.00	\$349.00	14.3%	\$0.00
Law Enf. - Per Call Out	0	\$2,453.00	\$2,896.00	\$443.00	18.1%	\$0.00

Justification: Helicopter expenditures are expected to increase based on cost of business adjustments. Annually, the office allocates the costs based on the four-year average for each type of mission.

Sub-Total Helicopter \$0.00

Patrol (Department Budget 30014000)

Driving Under the Influence Emergency Incidents

DUI Incident Response	0	\$400.00	\$455.00	\$55.00	13.8%	\$0.00
DUI Pursuits	0	\$400.00	\$455.00	\$55.00	13.8%	\$0.00

Justification: Rate changes are the result of differences in the cost of business adjustments and indirect costs which are allocated for Law Enforcement Administration and Sheriff's Administration. For FY 17-18, the proposed rate increases are based on estimated salary & benefit rates at the time of fee development.

The process of DUI Emergency Incident Responses and DUI Pursuits are similar therefore the rates are the same.

Bomb Squad Services: (per - Callout)

EOD services In-County

Deputy Adv Overtime Hours	0	\$352.69	\$375.94	\$23.25	6.6%	\$0.00
Sergeant Adv Overtime Hours	0	\$433.21	\$454.21	\$21.00	4.8%	\$0.00

EOD services Out-of-County

Deputy Adv Overtime Hours	0	\$440.86	\$469.93	\$29.07	6.6%	\$0.00
Sergeant Adv Overtime Hours (per - Callout)	0	\$541.51	\$567.76	\$26.25	4.8%	\$0.00

Justification: Rate changes are the result of differences in the cost of business adjustments and indirect costs which are allocated for Law Enforcement Administration and Sheriff's Administration. For FY 17-18, the proposed rate increase for EOD services is based on estimated salary & benefit rates for a deputy and sergeant at the time of fee development.

Responses to Unabated Disturbances

Deputy II Labor Hours	0	\$99.97	\$115.77	\$15.80	15.8%	\$0.00
Sergeant Adv Labor Hours	0	\$123.30	\$144.90	\$21.60	17.5%	\$0.00

Justification: Rate changes are the result of differences in the cost of business adjustments and indirect costs which increases are based on estimated salary & benefit rates at the time of fee development.

Fee and Revenue Summary Chart

Sheriff's Office

Fee Description	FY 17-18 Anticipated Units	FY 16-17 Fee Amount	FY 17-18 Proposed Fee Amount	Change in Fee	Percent Change in Fee	FY 17-18 Additional Revenue Expected
Security Services:						
CSO II Overtime Hours	110	\$47.59	\$49.07	\$1.48	3.1%	\$162.80
Deputy II Int Overtime Hours	4,000	\$95.16	\$101.62	\$6.46	6.8%	\$25,840.00
Sergeant Overtime Hours	775	\$123.53	\$129.19	\$5.66	4.6%	\$4,386.50
Dispatcher Overtime Hours	210	\$68.74	\$70.88	\$2.14	3.1%	\$449.40
Sr. Dispatcher Overtime Hours	0	\$72.02	\$77.99	\$5.97	8.3%	\$0.00
Supvr. Dispatcher. Overtime Hours	0	\$80.70	\$88.48	\$7.78	9.6%	\$0.00

Justification: Rate changes are the result of differences in the cost of business adjustments and indirect costs which are allocated for Law Enforcement Administration and Sheriff's Administration. For FY 17-18, the proposed rate increase for security services are based on estimated salary & benefit rates at the time of fee development.

Vehicle Daily Use	250	\$60.72	\$65.12	\$4.40	7.2%	\$1,100.00
Vehicle Mileage Rate	6,000	\$0.53	\$0.67	\$0.14	26.4%	\$840.00
Fuel Charge	550	\$4.21	\$3.63	(\$0.58)	-13.8%	(\$319.00)

Justification: Fleet Operations establishes vehicle use, mileage, and fuel rates each year.

Towed Vehicle Release

Towed Vehicles	140	\$176.00	\$200.00	\$24.00	13.6%	\$3,360.00
----------------	-----	----------	----------	---------	-------	------------

Justification: A rate change is the result of differences in the cost of business adjustments and indirect costs which are allocated for Law Enforcement Administration and Sheriff's Administration. For FY 17-18, the proposed rate increase for the vehicle mileage rate is based County Fleet proposed rates.

Sub-Total Patrol \$35,819.70

Sheriff Telecommunications (Department Budget 30012300)

Telecommunications Fee Rates

Communications Tech Hours	600	\$73.61	\$75.91	\$2.30	3.1%	\$1,380.00
---------------------------	-----	---------	---------	--------	------	------------

Sub-Total Radio \$1,380.00

Justification: Rate changes for FY 17-18 are the result of change in the cost of business adjustments and indirect costs allocated for Law Enforcement Administration and Sheriff's Administration.

Total Potential Revenue Adjustment Due to Rate Changes \$46,231.03

COMMENT:

The proposed FY 17-18 fee rates reflect an overall net revenue increase of \$46,231. This net amount is the result of a change in the cost of business adjustments (COBA) and indirect costs allocated for Law Enforcement Administration and Sheriff's Administration.

NOTES:

This chart addresses only those fees where the amount is established by ordinance of the Board of Supervisors. A separate document that provides detailed analysis and basis for the proposed fees is on file with the Clerk.

The State fingerprint fee (currently set at \$32 by statute) must be added to the fee amount in calculating the total charged for these services.

1

ANALYSIS OF FY 17-18 USER FEES

This is a summary of all user fees established by Ordinance of the Board of Supervisors and collected by the Sheriff's Office. Fees that are fixed by statute, such as civil process fees, are not included. The following summary provides a description of the methodology used to determine the charges for new fees or fee changes and also outlines the basis for calculating the proposed fees.

Statutory authority normally provides for recovery of the following costs:

- Direct material costs (as applicable).
- Direct labor costs.
- Department indirect costs (costs incurred by the Sheriff's Office to support the direct labor service, such as accounting, purchasing, payroll, personnel, reception, records, etc.)
- County indirect costs (A-87 cost allocations).

The recommended fees over \$100 have been rounded down to the nearest dollar; fees between \$20 and \$99.99 have been rounded down to the nearest \$0.25, and fees below \$19.99 down to the nearest \$0.10. The only exceptions to these rounding methods are rates for security services, EOD services, vehicle rates, morgue use rates, rates for response to unabated disturbances, and telecommunications fees. The Sheriff's Office proposes the following fees during FY 17-18:

BINGO PERMIT

County Code § 4-61 designates the Sheriff as the issuing authority for bingo permits. All prior or concurrent fee ordinances will remain in full force until revised. Effective July 1, 2011, Ordinance 5932 established the annual permit fee at \$50. **No fee increase is proposed for FY 17-18 as \$50 is the maximum currently allowed by California Penal Code § 326.5.**

BODY WORN CAMERA VIDEO

As of May 2015, the Sheriff's Office receives requests to provide Body Worn Camera (BWC) footage. A flat fee per video is charged to receive the request, locate the video by case number, review video to ensure the footage is releasable, and to deliver copies of videos. We recommend a fee decrease for FY 17-18 based on a reassignment of staff involved in providing the services. A time study will take place in FY 16-17 to develop future fee rates. The following summarizes the activities performed and the associated costs:

Body Worn Camera Video - Procedure

Senior Legal Processor

10 minutes

Speaks with requesting party to determine requirements, locates file(s) by case number, reviews footage description to ensure it is releasable, and delivers videos to requesting party.

Body Worn Camera Video - Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Total Rate
0050 Sr Legal Processor	0.17	51.41	4.34	0.28	9.53

The following indirect costs are applied to the hourly rate:

Administration	8.44%
County A-87	0.54%

Recommended Fee - Body Worn Camera Video \$9.50

CARRYING CONCEALED WEAPON (CCW) PERMITS

Penal Code Section 26190 establishes limits on the fees that the local licensing authority (Sheriff’s Office) may charge for a concealed weapon permit. The limit for a new permit is set at \$100, license renewal at \$25, and amendment to the permit at \$10. This fee had been at the same level for over 15 years.

Government Code 54985 further states a county board of supervisors shall have the authority to increase the fee or charge, that is otherwise authorized to be levied by another provision of law, in the amount reasonably necessary to recover the cost of providing any product or service or the cost of enforcing any regulation for which the fee or charge is levied. Effective, July 1, 2016, Ordinance 6156 set a new permit at \$212, license renewal at \$80.75, and amendment to the permit at \$80.75. It is recommended that the fee increase to reflect the FY 17-18 salary and benefit rates for the staff involved. The following summarizes the activities performed and the associated costs:

If psychological testing on the initial application is required, the license applicant shall be referred to a licensed psychologist used by the County for the psychological testing of its own employees. The applicant may be charged for the actual cost of testing in an amount not to exceed \$150.

While the Captain is responsible for approval of new applications, the Investigations Lieutenant is responsible for renewed and amended applications.

CCW Permit/New - Procedure

Community Services Officer (CSO) 30 minutes

Receives completed application, examines application to ensure it’s for the Sonoma County Sheriff’s Office (SCSO), witness’s signature, processes application fee, accepts check for Department of Justice (DOJ), fingerprints applicant, coordinates permit pick-up, submits yellow copy of CCW and check to DOJ, distributes pink copy of CCW to secretary.

Secretary 45 minutes

Verifies the completed application is for SCSO, administers refunds when money is collected and it’s not an application we should have accepted, prepares approval or denial letter, prepares permit after three letters of recommendations and training certificates are received.

Senior Office Assistant 30 minutes

Conducts online check, prints any relevant information, and compiles folder for Investigation Lieutenant.

Investigations Lieutenant

15 minutes

Reviews documents for completeness and accuracy and returns to the Senior Office Assistant.

Community Services Officer (CSO)

15 minutes

Meets holder, retrieves prior permit, obtains thumbprint and signature on amended permit, and mails copy to DOJ.

CCW Permit Renewal/Amended – Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Proposed Rate
3397 CSO II	0.25	56.66	4.78	0.31	15.44
0023 Secretary	0.50	47.90	7.76	1.29	28.48
4114 Lieutenant	0.25	140.74	22.79	3.79	41.83
					<u>85.75</u>

The following indirect costs are applied to the hourly rate:

CSO II	Administration	8.44%
CSO II	County A-87	0.54%
Secretary/Lt	Administration / CIB	8.90%
Secretary/Lt	Law Enforcement Admin. / CIB	7.29%
Secretary/Lt	County LE A-87	2.69%

Recommended Fee - CCW Permit Renewal/Amended

\$85.75

CRIME PHOTOS, AUDIO, VIDEO, AND DATA DUPLICATION

Duplication of crime photos, video, audio, and data may be provided to the public upon request. The Central Information Bureau has the primary role in responding to the requests and the Crime Scene Investigation Unit handles the actual duplication of items. Photos are sent to an outside photo lab for processing or produced in house when taken with digital cameras. Video, audio, and data are duplicated using equipment available within Investigations. As in the past, individuals requesting audio, video, and data duplication will be required to provide a new blank DVD(s) or SATA hard drive to be used for making the copy, as determined by the Sheriff’s Office. It is recommended that the fees be established based upon the following in order to recover the direct costs of duplication.

All prior or concurrent fee ordinances will remain in full force until revised. Effective July 1, 2016, Ordinance 6156 established the fee for copies of crime photos at \$46.00 in FY 16-17, plus actual vendor charges for reprints. It is recommended that the fee increase to reflect the FY 17-18 salary and benefit rates for the staff involved. The following summarizes the activities performed and the associated costs:

Crime Photos, Audio, Video, and Data Duplication Procedure

- Legal Staff Supervisor (LSS) 10 minutes
Verifies availability of items, confirms item numbers, logs request, prepares invoice, and writes receipt.
- Community Services Officer (CSO) 5 minutes
Retrieves item from Evidence Unit and routes item to CSI.
- Deputy Detective 15 minutes
Unseals item, burns (writes data) and labels disc, reseals item, returns original to Evidence Unit and delivers copy to the LSS.

Crime Photos, Audio, Video, and Data Duplication – Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Total Rate
0052 Legal Staff Supvsr	0.17	64.46	5.44	0.35	11.94
3397 CSO II	0.08	56.66	4.78	0.31	4.94
4081 Deputy Detective	0.25	103.55	16.76	2.79	30.78
					47.66

The following indirect costs are applied to the hourly rate:

LSS/CSO II	Administration	8.44%
LSS/CSO II	County A-87	0.54%
Deputy Detective	Administration / CIB	8.90%
Deputy Detective	Law Enforcement Admin. / CIB	7.29%
Deputy Detective	County LE A-87	2.69%

Recommended Fee - Crime Photos, Audio, Video, and Data **\$47.50**
plus reprint charge as applicable

Hard Drive Duplication

Occasionally the Sheriff’s Office receives requests to duplicate hard drives and remove media that have been seized as evidence. In these cases, individuals requesting hard drive duplication will be required to provide a new blank SATA hard drive to be used for making the copy, as determined by the Sheriff’s Office.

The process for Hard Drive duplication is similar to the process described for duplicating crime photos, audio, video, and data. However, additional time/cost activities detailed below are needed. The proposed fee for FY 17-18 is calculated as follows:

- Legal Staff Supervisor (LSS) 10 minutes
Verifies availability of item, confirms item number, logs request, prepares invoice, and writes receipt.

Deputy Detective

120 minutes

Unseals item, duplicates data, labels hard drive, and reseals item.

Hard Drive Duplication – Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Total Rate
0052 Legal Staff Supvsr	0.17	64.46	5.44	0.35	11.94
4081 Deputy Detective	2.0	103.55	16.76	2.79	246.20
					<u>258.14</u>

The following indirect costs are applied to the hourly rate:

LSS	Administration	8.44%
LSS	County A-87	0.54%
Deputy Detective	Administration / CIB	8.90%
Deputy Detective	Law Enforcement Admin. / CIB	7.29%
Deputy Detective	County LE A-87	2.69%

Recommended Fee - Hard Drive

\$258.00

BOOKING PHOTOS AND INFORMATION

The Sheriff’s Office receives requests from defense attorneys and licensed bail agents to provide duplicate booking information and booking photos for their clients who have had bench warrants issued or for whom bail forfeiture has been ordered. It is recommended that the fees for defense attorneys be established in order to recover the direct costs of duplication. In addition Penal Code 11105.6 allows the Sheriff’s Office to charge a fee to licensed bail agents or bail bondsmen equal to the cost of providing the information.

All prior or concurrent fee ordinances will remain in full force until revised. Effective July 1, 2016, Ordinance 6156 established the fee for providing booking photos and information at \$15.50 for defense attorneys and \$13.40 for licensed bail agents. It is recommended that the fee increase to reflect the FY 17-18 salary and benefit rates for the staff involved. The following summarizes the activities performed and the associated costs:

Defense Attorney Fee

Legal Staff Supervisor

15 minutes

Reviews the request to determine what is required, locates file, logs in request, makes copies to release, documents in log that request has been completed, receives payment/writes receipt, and forwards payment for deposit in the Treasury.

Crime Reports – Procedure

Legal Staff Supervisor

10 minutes

Reviews the request to determine what is required, verifies the case number, locates file, reviews report to determine if the document can be released, determines which pages are to be copied, makes copies, and prepares document for transmittal, prepares invoices, and write receipt.

It is recommended that the fee be based upon the following (considered to be the minimum time/cost for performance of the activities detailed above for the shortest of reports, 1 page)

Crime Reports – Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Total Rate
0052 Legal Staff Supvsr	0.17	64.46	5.44	0.35	11.94
				Paper and copy machine usage per page	0.03
				Total	11.97

The following indirect costs are applied to the hourly rate:

Administration	8.44%
County A-87	0.54%

Recommended Fee - Crime Report \$11.90

Call for Service Reports

As the process for copying call for service reports is the same as that described for copying crime reports, it is recommended that the fee for FY 17-18 be established at the same rate proposed for copying crime reports.

Recommended Fee – Call for Service Reports \$11.90

Chronology Reports (Netviewer)

As the process for copying Netviewer chronology reports released to a calling party is similar to the process described for copying crime reports, it is recommended that the fee for FY 17-18 be established at the same rate proposed for copying crime reports.

Recommended Fee – Chronology Reports (Netviewer) \$11.90

Chronology Reports (CAD)

The process for copying CAD chronology reports released to attorneys is similar to the process described for copying crime reports. However, additional time/cost activities detailed below are needed. The proposed fee for FY 17-18 is calculated as follows:

Dispatch Supervisor

10 minutes

Locates file, validates case, prints, and certifies report.

Chronology Report (CAD) – Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Total Rate
0052 Legal Staff Supvsr	0.17	64.46	5.44	0.35	11.94
1696 Dispatch Supvsr	0.17	84.30	13.65	2.27	17.04
					28.98
Paper and copy machine usage per page					0.03
Total Cost to County					29.01

The following indirect costs are applied to the hourly rate:

LSS	Administration	8.44%
LSS	County A-87	0.54%
Dispatch Supvsr	Administration / CIB	8.90%
Dispatch Supvsr	Law Enforcement Admin. / CIB	7.29%
Dispatch Supvsr	County LE A-87	2.69%

Recommended Fee - Chronology (CAD) Report \$29.00

CORONER REPORTS

All prior or concurrent fee ordinances will remain in full force until revised. Effective July 1, 2016, Ordinance 6156 established the fee for copying Coroner reports at a flat rate of \$11.50 per report. In order to ensure that this fee continues to cover the costs of processing the request, it is recommended that the fee increase to reflect the FY 17-18 salary and benefit rates for the staff involved. The following summarizes the process and associated costs:

Coroner Reports Procedure

Legal Staff Supervisor 10 minutes

Reviews the request to determine what is required, verifies the case number, locates file, reviews report to determine if the document can be released, determines which pages are to be copied, makes copies, and prepares document for transmittal, prepares invoices, and write receipt.

It is recommended that the fee be based upon the following (considered to be the minimum time/cost for performance of the activities detailed above for the shortest of reports, 1 page):

Coroner Reports – Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Total Rate
0052 Legal Staff Supvsr	0.17	64.46	5.44	0.35	11.94
Paper and copy machine usage per page					0.03
Total Cost to County					11.97

The following indirect costs are applied to the hourly rate:

Administration	8.44%
County A-87	0.54%

Recommended Fee - Coroner Report \$11.90

DISPATCH RECORDINGS

All prior or concurrent fee ordinances will remain in full force until revised. Effective July 1, 2016, Ordinance 6156 established the minimum fee for copying dispatch recordings at \$44.75. Individuals are required to supply a recordable compact disk (CD-R). A charge for the cost of a blank CD-R will be added if the requesting party does not provide one. The minimum fee will be collected at the time a request is received and any additional charge will be required to be paid at the time the CD-R is picked up. The following summarizes the activities performed and the associated costs:

Dispatch Recordings Procedure

Supervising Dispatcher 30 minutes
 Identifies requirements, locates information, reviews information, and makes copy.

Dispatch Recordings – Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Total Rate
1696 Dispatch Supervisor	0.50	84.30	13.65	2.27	50.11

The following indirect costs are applied to the hourly rate:

Administration / CIB	8.90%
Law Enforcement Admin. / CIB	7.29%
County LE A-87	2.69%

Recommended Fee - Dispatch Recordings \$50.00

Additional time will be charged at \$100.00 per hour (prorated)

MISCELLANEOUS DOCUMENT COPIES

Occasionally, the Sheriff’s Office is requested by private parties to provide copies of miscellaneous documents, such as policies and procedures and budget documents. It is recommended that a fee of **25¢** per page be charged. This fee is consistent with the fee charged by the Board of Supervisors and the County Administrator’s Office for miscellaneous copies provided to the public. This fee will recover the direct costs of duplication, as allowed by California Government Code § 6253.

PHOTO LINE-UP COLOR COPIES

The Sheriff’s Office receives numerous color Photo Line-Up requests. The fee charged is based upon the minimum time/cost for activities detailed below and is charged on a per job request. All prior or concurrent fee ordinances will remain in full force until revised. Effective July 1, 2016, Ordinance 6156 established the Photo Line-Up Color fee at \$14.80. It is recommended that the fee increase to reflect the FY 17-18 salary and benefit rates for the staff involved. The following summarizes the activities performed and the associated costs:

Photo Line-Up Color copy – Procedure

Legal Staff Supervisor (LSS) 10 minutes

Reviews the request to determine what is required, scans and prints the line-up. Verifies availability of items, confirms item numbers, logs request, prepares invoice, and writes receipt.

Community Services Officer (CSO) 5 minutes

Retrieves item from Evidence Unit.

Photo Line-Up Color Copy – Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Total Rate
0052 Legal Staff Supvsr.	0.17	64.46	5.44	0.35	11.94
3397 CSO II	0.08	56.66	4.78	0.31	4.94
					<u>16.88</u>

The following indirect costs are applied to the hourly rate:

Administration	8.44%
County A-87	0.54%

Recommended Fee - Photo Line-Up Color Copy \$16.80

TEN PRINT CARD REPORTS

The Sheriff’s Office occasionally receives requests for Ten Print Card Reports. Upon such requests a detective accesses the Cogent Automated Fingerprint Identification System (AFIS) and produces Ten Print Card Report. The fee charged is based upon the minimum time/cost for activities detailed below and is charged on a per job request. All prior or concurrent fee ordinances will remain in full force until revised. Effective July 1, 2016, Ordinance 6156 established the Ten Print Card Report fee at \$27.50. It is recommended that the fee increase for FY 17-18 based on analysis that determined increase in the amount of time needed and a reassignment of staff involved in providing the services. The following summarizes the activities performed and the associated costs:

Ten Print Card Reports – Procedure

Deputy Detective 30 minutes

Reviews the request to determine what is required, locates file in AFIS, reviews report to determine if the document can be released, determines which pages are to be copied, makes copies, reviews obtains authorization to release and prepares document for transmittal.

Community Services Officer (CSO) 5 minutes

Receives payment/writes receipt and forwards payment for deposit in the Treasury.

Ten Print Card Reports – Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Total Rate
4081 Deputy Detective	0.50	103.55	16.76	2.79	61.55
3397 CSO II	0.083	56.66	4.78	0.31	5.13
					<u>66.68</u>
Deputy Detective	Administration / CIB			8.90%	
Deputy Detective	Law Enforcement Admin. / CIB			7.29%	
Deputy Detective	County LE A-87			2.69%	
CSO II	Administration			8.44%	
CSO II	County A-87			0.54%	

The following indirect costs are applied to the hourly rate:

Recommended Fee - Ten Print Card Report \$66.50

FINGERPRINTING

Per California Penal Code § 13300 (e), “a local agency taking fingerprints of a person who is an applicant for licensing, employment, or certification may charge a fee to cover the cost of taking the fingerprints and processing the required documents.” All prior or concurrent fee ordinances will remain in full force until revised. Effective July 1, 2016, Ordinance 6156 established the fee for taking fingerprints at \$23.00. It is recommended that the fee increase to reflect the FY 17-18 salary and benefit rates for the staff involved. The following summarizes the activities performed and the associated costs:

Fingerprinting Procedure

Community Services Officer (CSO) 25 minutes

Takes fingerprints, cleans up, processes paperwork/logs, receives payment, prepares receipt and forwards money to accounting.

Fingerprinting – Cost Table

Job Class	Hours	Rate	Department Indirect	County Indirect	Amount
3397 CSO II	0.42	56.66	4.78	0.31	25.94
			Clean-up Materials, etc.		<u>0.50</u>
			Total Cost to County		26.44

The following indirect costs are applied to the hourly rate:

Administration	8.44%
County A-87	0.54%

Recommended Fee - Fingerprinting \$26.25

FIREARM SEIZURE, STORAGE, AND RELEASE FEE

California Penal Code § 33880 allows the County to adopt an ordinance imposing a charge equal to its administrative costs relating to the seizure, impounding, storage, or release of a firearm. The charge shall only be imposed on the person claiming title to the firearm and shall be collected only from the person claiming title to the firearm. The fee shall not exceed the actual costs incurred for the expenses directly related to taking possession of a firearm, storing the firearm, and surrendering possession of the firearm to the owner.

All prior or concurrent fee ordinances will remain in full force until revised. Effective July 1, 2016, Ordinance 6156 established a fee of \$121.00 to recover the actual costs of firearm storage. This fee has been adjusted to ensure that the fee continues to recover the Sheriff’s costs associated with providing this service. The proposed fee is calculated as follows:

Firearm Seizure, Storage and Release Procedure

Deputy II 30 minutes

Confiscates the firearm during an incident, performs a California Law Enforcement Telecommunications System (CLETS) inquiry to see if stolen, documents in the related crime report the reason the firearm was seized, enters firearm information in the evidence tracking system, and packages the firearm for the Property/Evidence Unit.

Community Services Officer (CSO) 75 minutes

Removes firearm from the locker and examines for safety (unloaded), verifies information in the evidence tracking system, assigns storage location and stores the weapon. Enters the firearm data into RMS/CLETS System. Prior to firearm release, verifies case has been adjudicated, requests authorization for release from deputy/detective, sends letter to owner, once the owner has complied with DOJ’s gun release mandates, calls owner and schedules appointment for release of firearm, verifies ID and paperwork, releases firearm. Cancels CLETS entry, updates data in Evidence Tracking system.

Firearm Seizure, Storage, and Release Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Total Rate
4081 Deputy II Int	0.5	100.12	16.21	2.69	59.51
3397 CSO II	1.25	56.66	4.78	0.31	77.19
					<u>136.70</u>

The following indirect costs are applied to the hourly rate:

Deputy II Int	Administration / CIB	8.90%
Deputy II Int	Law Enforcement Admin. / CIB	7.29%
Deputy II Int	County LE A-87	2.69%
CSO II	Administration	8.44%
CSO II	County A-87	0.54%

Recommended Fee - Firearm Seizure, Storage & Release \$136.00

Firearm Seizure, Storage, and Release - Additional Firearms

It takes less time to release additional firearms associated with an incident when multiple firearms are involved. Verification of adjudication, authorization release requests, and owner contact for appointments, and ID verification have been taken into consideration by the Community Services Officer with the initial firearm release. In addition, the deputies’ time has been taken into consideration with the initial incident. There is no CLETS inquiry, crime report write-up or entry into the evidence tracking system. Those activities are not associated with the release of additional firearms that have been stored therefore the cost of releasing additional firearms will be reduced accordingly.

All prior or concurrent fee ordinances will remain in full force until revised. Effective July 1, 2016, Ordinance 6156 established a fee of \$51.00 to recover the actual costs of firearm storage and the release of additional firearms. This fee has been adjusted to ensure that the fee continues to recover the Sheriff’s costs associated with providing this service. The proposed fee is calculated as follows:

Community Services Officer (CSO) 57 minutes

Removes firearm from the locker and examines for safety (unloaded), verifies information in the evidence tracking system. Enters the firearm release data into RMS/CLETS System, updates data in Evidence Tracking system, and releases firearm.

Firearm Seizure, Storage, and Release - Additional Firearms Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Total Rate
3397 CSO II	0.95	56.66	4.78	0.31	58.66

The following indirect costs are applied to the hourly rate:

Administration	8.44%
County A-87	0.54%

Firearm Seizure, Storage & Release - Additional Firearms \$58.50

PROTECTIVE ORDER FIREARM STORAGE AND RELEASE

Family Code Section 6389(e) permits a local law enforcement agency to charge a fee for the actual cost for storage of any firearm relinquished pursuant to Family Code Section 6389. Protective orders issued pursuant to this section prohibit a person subject to the protective order from owning or possessing a firearm while the order is in effect. The respondent to the order must sell the weapon or surrender it to the local law enforcement agency. Family Code Section 6389(e) provides for charging the actual cost for storage, which is defined as “expenses directly related to taking possession of a firearm, storing the firearm, and surrendering possession of the firearm.

All prior or concurrent fee ordinances will remain in full force until revised. Effective July 1, 2016, Ordinance 6156 established a fee of \$121.00 to recover the actual costs of firearm storage. This fee has been adjusted to ensure that the fee continues to recover the Sheriff’s costs associated with providing this service. The proposed fee is calculated as follows:

Protective Order Firearm Storage and Release Procedure

Deputy II

30 minutes

Individuals surrender the firearms to a deputy who performs a California Law Enforcement Telecommunications System (CLETS) inquiry to see if stolen, documents in the related information report the reason the firearm was surrendered, enters firearm information in the evidence tracking system, and packages the firearm for the Property/Evidence Unit.

Community Services Officer (CSO)

75 minutes

Removes firearm from the locker and examines safely, verifies information in the evidence tracking system, assigns storage location and stores the weapon. Enters the firearm data into RMS/CLETS System. Prior to firearm release, verifies case has been adjudicated, requests authorization for release from deputy/detective, and sends letter to owner. Once the owner has complied with DOJ's gun release mandates, calls owner and schedules appointment for release of firearm, verifies ID and paperwork, and releases firearm. Cancels CLETS entry, and updates data in Evidence Tracking system.

Protective Order Firearm Storage and Release– Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Total Rate
4081 Deputy II Int	0.5	100.12	16.21	2.69	59.51
3397 CSO II	1.25	56.66	4.78	0.31	77.19
					<u>136.70</u>

The following indirect costs are applied to the hourly rate:

Deputy II Int	Administration / CIB	8.90%
Deputy II Int	Law Enforcement Admin. / CIB	7.29%
Deputy II Int	County LE A-87	2.69%
CSO II	Administration	8.44%
CSO II	County A-87	0.54%

Recommended Fee - Protective Order Firearm Storage & Release

\$136.00

Protective Order Firearm Storage and Release - Additional Firearms

It takes less time for the releasing of additional firearms associated with a protective order incident when multiple firearms are involved. Verification of protective order release requests, and owner contact for appointments, and ID verification have been taken into consideration by the Community Services Officer with the initial firearm release. In addition, the deputies' time has been taken into consideration with the initial incident. There is no CLETS inquiry, crime report write-up or entry into the evidence tracking system. Those activities are not associated with the release of additional firearms that have been stored, therefore the cost of releasing additional firearms will be reduced accordingly.

Community Services Officer (CSO)

57 minutes

Removes firearm from the locker and examines for safety (unloaded), verifies information in the evidence tracking system. Updates RMS/CLETS System and Evidence Tracking system, collects fees and releases firearm.

Protective Order Firearm Storage and Release -Additional Firearms Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Total Rate
3397 CSO II	0.95	56.66	4.78	0.31	58.66

The following indirect costs are applied to the hourly rate:

Administration	8.44%
County A-87	0.54%

Protective Order Firearm Storage & Release - Additional Firearms \$58.50

GAMING LICENSE

Sonoma County Code §§ 4-14 to 4-29 established gaming regulations and designated the Sheriff as the licensing authority for gaming businesses. (All prior or concurrent fee ordinances will remain in full force until revised. Effective July 1, 2011 ordinance 5932 established the annual gaming license fee at \$600 per gaming table.) **No change is proposed to the current fee of \$600.00.**

CARD DEALER PERMITS

The Code sections noted above also require the Sheriff to issue card dealer permits. All prior or concurrent fee ordinances will remain in full force until revised. Effective July 1, 2016, Ordinance 6156 established the permit fee at \$233.00 for new permits, \$179.00 for renewals, and \$32.75 for replacement permits. In addition to the County’s permit fee, the applicant is required to pay a State fingerprint fee that is currently set at \$32.00.

It is recommended that the fee increase to reflect the FY 17-18 salary and benefit rates for the staff involved. The following summarizes the activities performed and the associated costs:

Card Dealer Permit Procedure

Community Services Officer (CSO)

60 minutes

Receives and reviews application, collects fee and issues receipt, photographs applicant, takes fingerprints and forwards for verification.

Senior Office Assistant

60 minutes

Performs County and nationwide records checks, prepares permit, compiles all data, creates file, forwards to sergeant for review, mails approved permit to applicant.

Sergeant Detective

60 minutes

Reviews applicant’s file, investigates and approves or denies permit.

Card Dealer Permit – Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Total Rate
3397 CSO II	1.0	56.66	4.78	0.31	61.75
0003 Senior Office Asst.	1.0	50.88	8.24	1.37	60.49
4095 Sergeant Detective	1.0	125.32	20.29	3.37	148.98
				<u>Total</u>	<u>271.22</u>

The following indirect costs are applied to the hourly rate:

CSO II	Administration	8.44%
CSO II	County A-87	0.54%
SOA/Sgt Detective	Administration / CIB	8.90%
SOA/Sgt Detective	Law Enforcement Admin. / CIB	7.29%
SOA/Sgt Detective	County LE A-87	2.69%

Recommended Fee - New Permit \$271.00

State Fingerprint Fee of \$32 will also be collected

Card Dealer Permit Renewal

The process for permit renewals is similar to new card dealer permits. It takes less time to review applications and compile data for forwarding to a sergeant detective.

Card Dealer Permit Renewal – Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Total Rate
3397 CSO II	0.25	56.66	4.78	0.31	15.44
0003 Senior Office Asst.	0.75	50.88	8.24	1.37	45.37
4095 Sergeant Detective	1.0	125.32	20.29	3.37	148.98
				<u>Total</u>	<u>209.79</u>

The following indirect costs are applied to the hourly rate:

CSO II	Administration	8.44%
CSO II	County A-87	0.54%
SOA/Sgt Detective	Administration / CIB	8.90%
SOA/Sgt Detective	Law Enforcement Admin. / CIB	7.29%
SOA/Sgt Detective	County LE A-87	2.69%

Recommended Fee - Renewal Permit \$209.00

Card Dealer Permit Replacement Procedure

The following represents the activities involved in the process for issuing replacement card dealer permits and associated costs:

Sergeant Detective 10 minutes

Receives and reviews request for issuance of duplicate “Dealer ID Card” permit due to loss or theft. Researches file to determine if the card has been returned to the Sheriff’s Office and to verify that the person reporting the loss/theft is in fact currently licensed.

Community Services Officer (CSO) 15 minutes

Researches database for existing photograph or retakes new photograph for Dealer ID Card. Enters information in database and issues card.

Card Dealer Permit Replacement - Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Total Rate
4081 Sergeant Detective	0.17	103.55	16.76	2.79	20.93
3397 CSO II	0.25	56.66	4.78	0.31	15.44
					<u>36.37</u>
			<i>Cost of Card</i>		<u>1.00</u>
				Total	<u>37.37</u>

The following indirect costs are applied to the hourly rate:

Sergeant Detective	Administration / CIB	8.90%
Sergeant Detective	Law Enforcement Admin. / CIB	7.29%
Sergeant Detective	County LE A-87	2.69%
CSO II	Administration	8.44%
CSO II	County A-87	0.54%

Recommended Fee - Replacement Permit \$37.25

GUN DEALER

Sonoma County Code §§ 19A-10 and 19A-11 designates the Sheriff as the gun dealers licensing authority. All prior or concurrent fee ordinances will remain in full force until revised. Effective July 1, 2016, Ordinance 6156 established the fee for Gun Dealer licenses at \$233.00 for new licenses and \$179.00 for renewals. The process associated with issuing Gun Dealer licenses is the same as described above for Card Dealer permits, with the added responsibility to verify the applicant’s eligibility certificate from the Department of Justice. Accordingly, the fees proposed for issuance of Gun Dealer licenses in FY 17-18 are the same as those proposed above for Card Dealer permits:

New Permit	\$271.00	(Plus State/DOJ fees)
Renewal Permit	\$209.00	

PICTURE ARCADE PERMIT

In 1984, the Board created a Picture Arcade Commission and adopted regulations governing the operation of picture arcades. The Sheriff is the designated picture arcade licensing authority.

All prior or concurrent fee ordinances will remain in full force until revised. Pursuant to Ordinance 6156 effective July 1, 2016, the current fee for new permits is \$233.00 and \$179.00 for annual renewals. The process for issuing these permits is the same as that for Card Dealer permits. Accordingly, the fees proposed for Picture Arcade permits for FY 17-18 are the same as those proposed for Card Dealer permits:

New Permit	\$271.00	(Plus State fingerprint fee)
Renewal Permit	\$209.00	

SECONDHAND DEALER LICENSE

Pursuant to California Business and Professions Code §§ 21641 and 21642, the Sheriff accepts applications and grants licenses permitting licensees to engage in the business of secondhand dealing. The following State fees are collected and sent to the Department of Justice:

Fingerprint fee	\$32	(Each partner in secondhand business)
Initial Application fee	\$300	(As set by DOJ - Each secondhand business)
Renewal fee	\$300	(Every other year)

All prior or concurrent fee ordinances will remain in full force until revised. Pursuant to Ordinance 6156 effective July 1, 2016, the County currently collects and retains \$233.00 for each new license and \$179.00 for renewals to recover processing costs.

The Sheriff's costs for issuing Secondhand Dealer licenses is the same as the costs described above for Card Dealer permits. Accordingly, the Secondhand Dealer license fees proposed for FY 17-18 are the same as those proposed for Card Dealer permits:

New Permit	\$271.00	(Plus State/DOJ fees)
Renewal Permit	\$209.00	

TAXI FEES

Sonoma County Code §§ 18-60 to 18-70 established taxicab regulations and designated the Sheriff as the licensing authority for issuing taxicab Vehicle Permits, Driver's Permits, and Certificates of Exemptions in the unincorporated areas of Sonoma County.

The County of Sonoma has adopted regulations governing the operation of taxicabs in the unincorporated areas of the County. The Sheriff is the designated licensing authority for issuing vehicle and driver permits within unincorporated areas of the County. Permits shall be valid for a term of one year from the date of issuance and require annual renewal. In addition, the Sheriff's Office will charge a reduced fee for issuing Certificates of Exemption for taxicabs and /or taxicab drivers who are operating under valid permits or licenses issued by cities if they are similar in nature.

Vehicle Permit

Vehicle permits will be required for all vehicles that provide taxi services within the unincorporated areas of the County. It is recommended that the fees be established based upon the cost of accepting the application, reviewing documents, and issuing the permit.

All prior or concurrent fee ordinances will remain in full force until revised. Effective July 1, 2016 Ordinance 6156 established the annual Vehicle Permit at \$97.75 per driver. It is recommended that the fee decrease for FY 17-18 based on analysis that determined a gain in operational efficiencies and a reassignment of staff involved in providing the services. The following summarizes the activities performed and the associated costs:

Vehicle Permit/New - Procedure

Senior Office Assistant 30 minutes

Receives and reviews application for completeness, collects fees, forwards for review process and issues permit.

Investigations Lieutenant 15 minutes

Reviews applicant’s file, investigates and approves or denies permit.

Vehicle Permit/Renewal - Procedure

Senior Office Assistant 30 minutes

Issues new permit, updates database.

Investigations Lieutenant 15 minutes

Reviews paperwork, approves or denies permit renewal.

Vehicle Permit New/Renewal - Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Total Rate
0003 Senior Office Asst.	0.5	50.88	8.24	1.37	30.25
4114 Lieutenant	0.25	140.74	22.79	3.79	41.83
				Total	72.08

The following indirect costs are applied to the hourly rate:

Administration / CIB	8.90%
Law Enforcement Admin. / CIB	7.29%
County LE A-87	2.69%

Recommended Fee - Vehicle Permit New/Renewal \$72.00

Driver Permit

Sonoma County Code §§ 18-60 to 18-70 established taxicab regulations and designated the Sheriff as the licensing authority for issuing taxicab driver permits in the unincorporated areas of Sonoma

County. Driver permits will be required for all drivers that provide taxi services within the unincorporated areas of the County.

Driver permits require annual renewal. It is recommended that the fees be established based upon the cost of taking the application and issuing the permit. In addition to the County's permit fee, the applicant is required to pay a State fingerprint fee that is currently set at \$32.00.

All prior or concurrent fee ordinances will remain in full force until revised. Effective July 1, 2016 Ordinance 6156 established the annual Driver Permit at \$169.00 per driver. It is recommended that the fee decrease for FY 17-18 based on analysis that determined a gain in operational efficiencies and a reassignment of staff involved in providing the services. The following summarizes the activities performed and the associated costs:

Driver Permit/New - Procedure

Senior Office Assistant 30 minutes

Receives and reviews application for completeness, takes fingerprints and performs a California Law Enforcement Telecommunications System (CLETS) inquiry for criminal history, forwards for review process, and collects fees and issues permit.

Investigations Lieutenant 15 minutes

Reviews applicant's file, investigates and approves or denies permit.

Driver Permit/Renewal - Procedure

Senior Office Assistant 30 minutes

Issues new permit, updates database.

Investigations Lieutenant 15 minutes

Reviews paperwork, approves or denies permit renewal.

Driver Permit New/Renewal- Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Total Rate
0003 Senior Office Asst.	0.5	50.88	8.24	1.37	30.25
4114 Lieutenant	0.25	140.74	22.79	3.79	41.83
				Total	72.08

The following indirect costs are applied to the hourly rate:

Administration / CIB	8.90%
Law Enforcement Admin. / CIB	7.29%
County LE A-87	2.69%

Recommended Fee - Driver Permit New/Renewal \$72.00

CERTIFICATE OF EXEMPTION

Sonoma County Code §§ 18-60 to 18-70 established taxicab regulations and designated the Sheriff as the licensing authority for issuing taxicab vehicle and driver permits in the unincorporated areas of Sonoma County. Applicants who have obtained vehicle or driver permits from an incorporated city located within the County (which satisfies certain minimum requirements), may be issued a Certificate of Exemption in lieu of such permits. The purposes for providing an option to apply for Certificates of Exemption are to streamline the process and reduce application costs for those taxicabs and drivers who have already passed public safety inspection, background, and other requirements in another jurisdiction within the County.

The Sheriff’s Office will charge a reduced fee for issuing Certificates of Exemption for taxicabs and /or taxicab drivers who are operating under valid permits or licenses issued by cities if they are similar in nature.

All prior or concurrent fee ordinances will remain in full force until revised. Effective July 1, 2016 Ordinance 6156 established the annual Certificate of Exemption at \$80.75 and is valid for the term of the underlying permit issued by the other jurisdiction. It is recommended that the fee decrease for FY 17-18 based on realizing a gain in operational efficiencies and the reassignment of staff involved in providing the services. The following summarizes the activities performed and the associated costs:

- Senior Office Assistant 20 minutes
Receives and reviews application for completeness, forwards for review process, collects fees and issues permit.

- Investigations Lieutenant 5 minutes
Reviews applicant’s file, investigates and approves or denies exemption.

Certificate of Exemption - Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Total Rate
0003 Senior Office Asst.	0.33	50.88	4.29	0.27	18.30
4114 Lieutenant	0.08	140.74	22.79	3.79	13.39
				<u>Total</u>	<u>31.69</u>

The following indirect costs are applied to the hourly rate:

Administration / CIB	8.90%
Law Enforcement Admin. / CIB	7.29%
County LE A-87	2.69%

Recommended Fee - Certificate of Exemption \$31.50

VERIFICATION LETTERS

The Sheriff's Office is routinely requested to provide record clearance reports for persons applying for jobs requiring such clearance, individuals attempting to obtain visas for foreign travel, persons involved in adoptions, etc. All prior or concurrent fee ordinances will remain in full force until revised. Effective July 1, 2016, Ordinance 6156 established the fee for providing clearance letters at \$8.90. In order to ensure that the fee continues to recover the Sheriff's Office costs associated with providing this service, it is recommended that the fee be adjusted to reflect the FY 17-18 salary and benefit rates for the staff involved. The following summarizes the activities involved and the associated costs:

Clearance Letters Procedure

Community Services Officer (CSO) 10 minutes

Performs warrant and records check, confirms individual's identification, prepares clearance letter, receives payment/writes receipt, holds payment for daily delivery to the County Treasury.

Clearance Letter – Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Proposed Rate
3397 CSO II	0.167	56.66	4.78	0.31	10.31

The following indirect costs are applied to the hourly rate:

Administration	8.44%
County A-87	0.54%

Recommended Fee - Clearance Letters \$10.30

Using the same process as described above for Clearance Letters, the Sheriff's Office also provides Incarceration Verification letters and Crime Report Verification letters. Staff analysis has shown that the process to issue these letters is the same as for Clearance Letters.

Crime Report Verification

The Community Services Officer verifies the occurrence of a crime on a specific date and location. The verification letter is mostly used for insurance claims. As the process for supplying this information entails the same amount of time as for Clearance Letters, **the proposed fee for providing Crime Report Verification letters for FY 17-18 is \$10.30.**

Incarceration Verification

The Community Services Officer verifies incarceration information on persons that have been in the Sheriff's custody including dates, cases, and release information. As the process for supplying this information entails the same amount of time as for Clearance Letters, **the proposed fee for providing Incarceration Verification letters for FY 17-18 is \$10.30.**

BODY REMOVAL FEES

The Sheriff’s Office contracts with a private service provider for body removal services. Fees for this service will be collected by mortuaries and the Sheriff’s Office will bill the mortuaries for the fee. Government Code 27472 authorizes the County to charge a fee of up to \$100 for the cost of removal from the location of death and storage of deceased persons. The charge shall not be imposed upon: 1) a person who claims and proves to be indigent, or 2) in cases in which the body is that of a child and not more than 14 years of age, or 3) in cases in which the Coroner ascribes the death to the criminal act of another, unless the Coroner has reasonable grounds to believe that the deceased was involved in any criminal activity which contributed to his or her own death.

It was recently brought to our attention that other counties had increased their rates per Government Code 54985. The code states a county board of supervisors shall have the authority to increase the fee or charge that is otherwise authorized to be levied by another provision of law, in the amount reasonably necessary to recover the cost of providing any product or service or the cost of enforcing any regulation for which the fee or charge is levied.

The recommended fee to recover our costs is demonstrated below. The service fee is established by the average attendant rate and the service area rate per the vendor agreement. The service area rate also considers the historical percentage of occurrences in each area. The body bag rate is based on an average cost of heavy and medium duty bags.

The charge shall not include expenses for keeping the body during the time necessary for the Coroner to perform his or her duties. The charge, if not paid, may be considered a part of the funeral expenses and paid as a preferred charge against the estate of the decedent.

Body Removal – Cost Table

Contracted Services	Rate	Department		Total Rate
			Indirect	
Service fee	1	253.00	40.96	293.96
Body Bag	1	27.35	2.31	29.66
				Total
				<u>323.62</u>

The following indirect costs are applied to the hourly rate:

Sheriff personnel	Administration / CIB	8.90%
Sheriff personnel	Law Enforcement Admin. / CIB	7.29%
Body bag	Administration	8.44%

Recommended Fee - Body Removal \$323.00

MORGUE FEES

Other outside organizations use the Sonoma County Sheriff’s Office Morgue facility to perform tissue and organ recovery procedures. A Morgue Use Fee is charged for this usage. The fees are based on the cost of operation for building areas used for autopsies. Additionally, biohazardous waste disposal and labor costs incurred by the County are added to this cost.

The total facility floor space is 6,811 square feet. 5,226 square feet of the facility is used by the Sheriff’s Office. The total area devoted to this type of procedure is 4,255 square feet, 62.47% of the

floor space. Fees are based on total facility annual operating costs of \$223,999 projected for FY 17-18, divided by the average number of procedures 481, (calculated from the prior three completed fiscal years FY 13-14 - 462, FY 14-15 - 622, and FY 15-16 - 534).

The County General Services Department has an agreement with a private service provider for regulated medical waste removal/disposal services. In FY 16-17, the cost to the Sheriff's Office for hazardous waste disposal is \$85.00 per container. The fee is increasing to \$89.25 per container based on the terms of the agreement. For FY 17-18, the recommended fee to recover our costs is \$89.25 per container.

Beyond the biohazardous waste disposal and building portion of this fee is the cost of a forensic assistant and a detective for coordinating activities with a representative from the facility user, check in/out, set up, preparing invoices, scheduling the procedure and discussing the procedure with the decedent's family when necessary. The forensic assistant and detective invest an average of 20 minutes each per case.

The following table outlines fee calculations:

Facility Rate:

Facility Rate \$223,999 X 62.47% = 139,932 divided by 539.33 = \$259.46

Morgue Fee - Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Total Rate
2103 Forensic Assistant	0.33	59.70	9.67	0.32	23.00
4081 Deputy Detective	0.33	103.55	16.76	2.79	40.62
Facility Rate per Procedure					259.46
Staff Time					<u>63.62</u>
					323.08

The following indirect costs are applied to the hourly rate:

Forensic Asst/Detective	Administration / CIB	8.90%
Forensic Asst/Detective	Law Enforcement Admin. / CIB	7.29%
Forensic Assistant	County A-87	0.54%
Deputy Detective	County LE A-87	2.69%

Recommended Fee - Morgue \$323.00

In addition to facility and scheduling costs, facility users are charged staff time provided during the procedure. The base time for provision of staff is one and one half hours at the Forensic Assistant rate during normal working hours. Procedures scheduled for hours other than normal working hours are calculated based on staff costs at the overtime rate and is a minimum of two hours due to "call back" contract provisions. The rate will be based on the position of the staff member available for call back. Rates are as follows:

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Total Rate	Cost Per Half Hour Thereafter
2103 Forensic Assistant	1.5	59.70	9.67	0.32	104.54	34.85

Job Class	Hours	Overtime Hourly Rate	Department Indirect	County Indirect	Total Rate	Cost Per Half Hour Thereafter
2103 Forensic Assistant	2	48.50	7.85	0.26	113.22	28.30
4081 Deputy Detective	2	92.52	14.98	2.49	219.98	55.00
4095 Sergeant Detective	2	112.32	18.19	3.02	267.06	66.77

The following indirect costs are applied to the hourly rate:

All staff	Administration / CIB	8.90%
All staff	Law Enforcement Admin. / CIB	7.29%
Forensic Assistant	County A-87	0.54%
Deputy DE/Sgt DE	County LE A-87	2.69%

The appropriate staff rate and time shown in the table above is added to the base use fee of \$323.

HELICOPTER SERVICES

Fees might be charged whenever private citizens receive air ambulance services and whenever non-County residents receive Search and Rescue services involving the helicopter. All prior or concurrent fee ordinances will remain in full force until revised. In FY 16-17, Ordinance 6156 established the following rates for helicopter services:

Advanced Life Support Rate (Charged per ALS transport)	\$2,455
Search and Rescue (Charged per flight hour – Out-of-County residents only)	\$2,447
Law Enforcement (Charged per call out for special support situations)	\$2,453

Below are summarized the helicopter fees proposed for FY 17-18.

Advanced Life Support (ALS) Medical Services Fee: After much research by the Sheriff's Office and County Counsel, County Counsel concluded that the Sheriff's Office cannot bill for ALS helicopter transports as the Sheriff's helicopter program does not meet the California Code of Regulations Title 22 definition of an air ambulance. The Sheriff's Office has based its 17-18 fees on the full medical transport cost. The proportionate share of ALS cost to total helicopter costs is used to calculate ALS rates. These fee rates are calculated using the percentage of ALS missions to total missions. In FY 16-17, the Sheriff's Office charges \$2,455 per flight hour for ALS transport operations. The Sheriff's Office is recommending that the fee in FY 17-18 increase to \$2,591.

FY 17-18 Med\SAR\LE Helicopter Unit Costs	1,793,053 *	<u>57,000</u>
Est. FY 17-18 Emergency Medical Transports	22.0	2,591

Recommended Fee - Transport \$2,591

* Divided by 4yr avg details
to total details

2.76%

Search and Rescue (SAR) Fee: As permitted under California Government Code 26614.5, the SAR fee is charged for the rescue of out-of-County residents. Bills are directed to the county or city and county of the person being searched for or rescued by the Sheriff’s Office. The indirect overhead costs for SAR fees are reduced compared to the other helicopter fees because the Helicopter Unit costs include a direct dispatch services contract with REDCOM for SAR services. In FY 16-17, the Sheriff’s Office charged \$2,447 per flight hour for search and rescue operations. In FY 17-18 the Sheriff’s Office is proposing a per detail (call-out) rate of \$2,796 for the search and rescue mission, which includes cost per hour as follows:

FY 17-18 Med\SAR\LE Helicopter Unit Costs	1,793,053 *	<u>503,246</u>
Estimated FY 17-18 SAR Details (call-outs)	180.0	2,796

Recommended Fee - SAR \$2,796

* Divided by 4yr avg details
to total details

24.36%

Law Enforcement Services Fee: The fee charged for the Law Enforcement /Security mission in FY 16-17 was \$2,453 per call-out. The fee proposed for Law Enforcement missions in FY 17-18 is recommended to increase to \$2,896 per call-out.

The “Law Enforcement” rate applies to special law enforcement missions, such as air support services during foot pursuits of fleeing suspects, robberies or other crimes in progress, major traffic accidents, and other potentially life-threatening emergencies. The Sheriff’s Office determined that based on operational experience, the emergent portions of most air support calls for service are resolved within the first 15 minutes of the event. The emergent portion of the call is defined as the period of time when an immediate threat to life exists. At the 15 minute mark, the helicopter will continue to provide air support only at the request of the other agency, which will then be billed for the call-out.

Requests for non-emergency services, such as surveillance or follow-up investigations, will be charged per call-out. Fees will also apply to other government agencies and County departments that occasionally request services for non-emergency activities. Additionally the fee will be used to charge private parties who desire to use air helicopter services for security service contracts.

FY 17-18 Med\SAR\LE Helicopter Unit Costs	1,793,053 *	<u>1,505,988</u>
Estimated FY 17-18 Law Enforcement Details (call-outs)	520.0 *	2,896

Recommended Fee - L/E \$2,896

* Divided by 4yr avg details
to total details

72.89%

Recommended FY 17-18 Fees:

Advanced Life Support Transport	\$2,591
Search and Rescue	\$2,796
Law Enforcement Services	\$2,896

DRIVING UNDER THE INFLUENCE (DUI) INCIDENTS

Since FY 96-97 the Sheriff’s Office has been collecting fees related to driving under the influence incidents (DUI). The authority for collecting the fees is found in Government Code Section 53150, which states:

“Any person who is under the influence of an alcoholic beverage or any drug, or the combined influence of an alcoholic beverage and any drug, whose negligent operation of a motor vehicle caused by that influence proximately causes any incident resulting in an appropriate emergency response, and any person whose intentionally wrongful conduct proximately causes any incident resulting in an appropriate emergency response, is liable for the expense of an appropriate emergency response by a public agency to the incident.”

Section 53155 limits liability to \$12,000. It also limits the costs to be charged to those costs directly arising because of the emergency response to the particular incident. All prior or concurrent fee ordinances will remain in full force until revised. Effective July 1, 2016, Ordinance 6156 established the hourly fee for a DUI arrest at \$400. In order to ensure that the fee continues to recover the Sheriff’s Office direct costs associated with the response to the incident, the fee has been increased to reflect the FY 17-18 salary and benefit rates for staff involved. The fee will only be collected in those circumstances where there is a DUI incident/pursuit that requires an emergency response. The following summarizes the activities and the associated costs:

DUI Incident Procedure

Deputy II 180 minutes

Emergency response, on-scene investigation, and transport to jail.

Dispatcher II 15 minutes

Verifies license status, warrants, confirms owner registration and enters data into DMV system.

Sergeant 15 minutes

Reviews arrest report and supporting documents.

Legal Processor II 60 minutes

Enters vehicle information into the RMS system, confirms CLETS entry, dispatches notices required by Vehicle Code Section 22852, makes copies for District Attorney’s Office, collects fee and prepare receipt.

DUI Incident – Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Total Rate
4081 Deputy II	3.0	97.38	15.77	2.62	347.31
1692 Dispatcher	0.25	67.84	10.98	1.82	20.16
4095 Sergeant Adv	0.25	121.89	19.73	3.28	36.23
0049 Legal Processor II	1.0	47.60	4.02	0.26	51.88
					455.58

The following indirect costs are applied to the hourly rate:

All other personnel	Administration / CIB	8.90%
All other personnel	Law Enforcement Admin. / CIB	7.29%
All other personnel	County LE A-87	2.69%
LP II	Administration	8.44%
LP II	County A-87	0.54%

Recommended Fee - DUI Incident \$455.00

Pursuits/Intentional Wrongful Conduct

The amount of time expended for these incidents may vary from 30 minutes to several hours, especially in pursuit situations. The process is similar to the process described for DUI Incident Responses. Accordingly a minimum fee is recommended based on the fee for DUI Arrest/Incident Responses. Additional fees will be charged if more time is expended and pro-rated in 30-minute increments. **The recommended fee for FY 17-18 is a base fee for \$455.00 for the first hour of pursuit and \$227.50 for each additional 30-minute increment.** Other direct costs arising out of the pursuit such as damage to equipment will be collected up to the \$12,000 limit on liability.

EXPLOSIVE ORDNANCE DISPOSAL FEE

Bomb Squad Fees: The Sheriff’s Office presently has agreements with several cities for Explosive Ordnance Disposal, (EOD). These agreements are structured as a flat fee for service. EOD services are provided by the Sonoma County Sheriff’s Office Bomb Squad to agencies choosing to participate. Due to fiscal challenges, many cities have opted out of the agreement. As a result, the Sheriff’s Office developed a fee for service (per callout) which was included in the FY 16-17 adopted fee ordinance. Out-of-County agencies are expected to pay a 25% premium over the In-County EOD service fee. The Bomb Squad is responsible for responding to suspicious device calls for service 24-hours-a-day, seven days- a-week. The Sheriff’s Bomb Squad is the only full-response EOD Unit in the North Bay. The proposed fee only covers a minimal amount of actual cost of the Unit. The following fees are proposed for FY 17-18 to recover per hour labor costs incurred by the Sheriff’s Office.

Bomb Squad Fee – Procedure

EOD Unit salary and benefits, and vehicle use fee costs are used to calculate the EOD fee.

EOD fees are based on an hourly overtime rate for a sergeant and for deputies who respond for service. This fee will be charged on actual response time with a 3 hour minimum which includes a half hour travel time for each direction to the call and back. It will also include the daily vehicle use fee which is set by fleet operations. Out-of-County calls will be charged a 25% premium.

Bomb Squad Fee – Cost Table

Job Class	Hourly OT Rate	Premium Rate	Department Indirect	County Indirect	Proposed Rate
4081 Deputy Adv	88.38	5.29	15.17	2.52	111.36
4095 Sergeant Adv	108.68	6.94	18.72	3.11	137.45

Vehicle Use Fee: \$41.86

The following indirect costs are applied to the hourly rate:

Administration / CIB	8.90%
Law Enforcement Admin. / CIB	7.29%
County LE A-87	2.69%

Fee is based on actual response time with a 3 hour minimum which includes .5 hour travel time each direction including vehicle use.

In-County Fee - EOD Services

Recommended minimum Deputy II Fee - EOD Services	\$375.94
Recommended minimum Sergeant Fee - EOD Services	\$454.21

Out-of-County Fee - EOD Services 25% premium

Recommended minimum Deputy II Fee - EOD Services	\$469.93
Recommended minimum Sergeant Fee - EOD Services	\$567.76

SERVICE FEE FOR RESPONSE TO UNABATED DISTURBANCES

Sonoma County Code §§ 4-101 through 4-105 allows the Sheriff to charge a service fee for the second and subsequent response to unabated disturbances or nuisances. The Code section was created in 1992 primarily to deal with disturbances or nuisances resulting from loud parties or other similar gatherings. Sheriff’s Office costs for this service may include labor, special equipment required to deal with the disturbance, damage to property, and injury to personnel. Charges may also include expenses incurred by other County departments (damage to County property, injury to County personnel). All prior or concurrent fee ordinances will remain in full force until revised. Effective July 1, 2016, Ordinance 6156 established an hourly fee of \$99.97 for Deputy labor and \$123.30 for Sergeant labor.

The following fees are proposed for FY 17-18 to recover per hour labor costs incurred by the Sheriff’s Office for response to unabated disturbances.

Unabated Disturbances – Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Proposed Rate
4081 Deputy II	1.0	97.38	15.77	2.62	115.77
4095 Sergeant Adv	1.0	121.89	19.73	3.28	144.90

The following indirect costs are applied to the hourly rate:

Administration / CIB	8.90%
Law Enforcement Admin. / CIB	7.29%
County LE A-87	2.69%

Recommended Deputy II Fee - Unabated Disturbances	\$115.77
Recommended Sergeant Fee - Unabated Disturbances	\$144.90

Other expenses associated with repeat responses to unabated disturbances (e.g. damage to County property, injury to County personnel, etc.) will continue to be charged based on actual documented costs.

SECURITY SERVICES

The Sheriff’s Office occasionally receives requests from private individuals or organizations for special event security services. When the request is for services that are over and above the normal services provided by the Sheriff, and when such services can be provided without reducing the Sheriff’s normal/on-going law enforcement services to the County, the Sheriff may agree to provide special security services for a fee.

All prior or concurrent fee ordinances will remain in full force until revised. In FY 16-17, Ordinance 6156 set hourly rates for security services and vehicle rates as follows:

Community Services Officer II	\$47.59
Deputy II Int	\$95.16
Sergeant	\$123.53
Dispatcher	\$68.74
Senior Dispatcher	\$72.02
Supervising Dispatcher	\$80.70

These rates have been recalculated for FY 17-18 in the tables below:

Security Services - Cost Table

Job Class	Hourly OT Rate	Department Indirect	County Indirect	Proposed Rate
3397 CSO II	45.03	3.80	0.24	\$49.07
4081 Deputy II Int	85.48	13.84	2.30	\$101.62
4095 Sergeant	108.68	17.59	2.92	\$129.19
1692 Dispatcher	59.63	9.65	1.60	\$70.88
1694 Senior Dispatcher	65.61	10.62	1.76	\$77.99
1696 Supervising Dispatcher	74.43	12.05	2.00	\$88.48

The following indirect costs are applied to the hourly rate:

CSO II	Administration	8.44%
CSO II	County A-87	0.54%
All other personnel	Administration / CIB	8.90%
All other personnel	Law Enforcement Admin. / CIB	7.29%
All other personnel	County LE A-87	2.69%

Security - Vehicle Use - FY 17-18

Vehicle Use:

Daily Use Fee:	Per Patrol Vehicle	\$65.12
Mileage Fee:	Per mile (in addition to daily use fee)	\$0.67
Fuel Charge:	Per gallon	\$3.63

Helicopter Use:

Charge Per call-out	\$2,896
---------------------	---------

TOWED VEHICLE RELEASE FEE

California Vehicle Code Section 22850.5(a) provides in part “A city, county, or city and county may adopt an ordinance or resolution establishing procedures for the release of properly impounded vehicles and for the imposition of a charge equal to its administrative costs relating to the removal, impound, storage or release of the vehicles.”

All prior or concurrent fee ordinances will remain in full force until revised. Effective July 1, 2016, Ordinance 61056 established the fee at \$176.00. In **FY 17-18 the proposed fee will increase to \$200.00**. This increase is a result of a change in the cost of business adjustments and indirect costs which are allocated to Law Enforcement Administration and Sheriff’s Administration. The following summarizes the activities involved and the associated costs:

Towed Vehicle Release Procedure

Deputy II 60 minutes

Prepares forms, inventory vehicle contents, and waits for tow truck.

Sergeant 15 minutes

Reviews report and supporting documentation, conducts Post Storage Hearing.

Dispatcher II

15 minutes

Run vehicle through CLETS system, determine owner registration and whether the vehicle is stolen, enter vehicle into DMV system.

Legal Processor II

15 minutes

Enter vehicle information into the RMS system, confirm CLETS entry, mail notices required by Vehicle Code Section 22852.

Community Services Officer (CSO)

15 minutes

Prepare vehicle release paperwork, check vehicle registration and driver's license status, collect fee, and prepare receipt.

Towed Vehicle Release – Cost Table

Job Class	Hours	Hourly Rate	Department Indirect	County Indirect	Proposed Rate
4081 Deputy II	1.0	97.38	15.77	2.62	115.77
4095 Sergeant Adv	0.25	121.89	19.73	3.28	36.23
1692 Dispatcher II	0.25	67.84	10.98	1.82	20.16
0049 Legal Processor II	0.25	47.60	4.02	0.26	12.97
3397 CSO II	0.25	56.66	4.78	0.31	15.44
					200.57

The following indirect costs are applied to the hourly rate:

All other personnel	Administration / CIB	8.90%
All other personnel	Law Enforcement Admin. / CIB	7.29%
All other personnel	County LE A-87	2.69%
LP/CSO II	Administration	8.44%
LP/CSO II	County A-87	0.54%

Recommended Fee - Towed Vehicle Release \$200.00

TELECOMMUNICATIONS FEE

The Sheriff's Office has established a Telecommunications Bureau, which is responsible for certain radio repair services on a fee-for-service basis to other agencies. The Sheriff's Office has determined the amounts reasonably necessary to recover the cost of providing specific types of telecommunications services. The proposed fees are calculated using an average of a Communications Technician and Senior Communications Technician's overtime salary and benefits costs and are charged on an hourly basis. Any necessary materials used will be charged at actual cost.

All prior or concurrent fee ordinances will remain in full force until revised. In FY 16-17, Ordinance 6156 set hourly rates for a Telecommunications Technician at \$73.61 and a Sergeant at \$129.08. The Sergeant's time is not calculated for FY 17-18 as a result of a change in the organizational structure within the bureau. An alternate rate is anticipated in the next fiscal year.

Telecommunications Fee – Cost Table

Maintenance & Repair fees Job Class	Overtime			Total Rate
	Hourly Rate	Department Indirect	County Indirect	
-- Technician Rate	69.65	5.88	0.38	75.91

The following indirect costs are applied to the hourly rate:

Administration	8.44%
County A-87	0.54%

Technician Maintenance & Repair Fee: \$75.91

Any necessary materials needed for repairs\maintenance etc. will be billed in addition to the fee above at actual cost

Job Class	Overtime			Total Rate
	Hourly Rate	Department Indirect	County Indirect	
1705 Comm Tech II	66.34	5.60	0.36	72.30
1710 Senior Comm Tech	72.96	6.16	0.39	79.51

The following indirect costs are applied to the hourly rate:

Administration	8.44%
County A-87	0.54%



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 31h
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: May 9, 2017

Vote Requirement: Majority

Department or Agency Name(s): County Administrator/Sheriff's Office

Staff Name and Phone Number:

Mary Booher 565-3779

Supervisorial District(s):

Title: Booking Fees Effective July 1, 2017

Recommended Actions:

Adopt a resolution setting the Criminal Justice Administrative Fee (Jail Booking Fee) at \$188 per applicable booking, effective July 1, 2017.

Executive Summary:

Government Code 29551 authorizes the County to collect a booking fee if state Public Safety Realignment revenue allocated for this purpose are less than \$35 Million. While the County anticipates that the Public Safety Realignment funds available in FY 2017-18 will be \$35 million, approving this fee would allow the county to bill the difference to arresting agencies based on the percent of the shortfall. Consequently, the Board of Supervisors is requested to increase the Jail Booking Fee from \$180 to \$188 (an increase of \$8 or 4.4% over FY 16/17).

Discussion:

Booking Fee Adjustment Calculation

The Jail Booking Fee is statutorily set with annual increases limited to the Consumer Price Index plus 1%. This methodology has been in place since 2006, and is established in Government Code 29550. For administrative ease the fee is included with the consolidated fee hearing. The Bureau of Labor Statistics San Francisco-Oakland-San Jose Consumer change from January through December 2016, was 3.5%. When added to the 1% allowed, the fee increase is 4.5%.

AB 1805, amended Government Code Section 29550, and added GC Sections 29551 and 29552 to address the costs associated with booking arrestees of other agencies into county jails. Pursuant to this new legislation, if the state appropriates (in FY 07-08 and annually thereafter) \$35 million to directly fund counties for the cost of jail bookings, a county may not levy a booking fee. However, if in subsequent years less than the full \$35 million is allocated in the state budget, arresting agencies would be required to pay the portion of the booking fee equal to the proportion that the appropriated amount is less than \$35 million, as long as the Board maintains and updates this fee.

Prior Board Actions:			
April 26, 2016-Board adopted resolution updating the Jail Booking Fee			
Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
These fees helps achieve a safer community by assisting in providing space in the detention facilities for serious offenders.			
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 expected fiscal impact of this item. This fee is only billable if the state does not fund the booking fee at the required level through Public Safety Realignment. It is expected that the state will fund at the required level, and the fee will not be utilized. Maintaining and updating this fee will enable the County to recover jail booking costs from arresting agencies should the state not do so in the future.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
A: Resolution establishing Jail Booking Fees for 2017-18			

B: Fee Cover Page
C: Jail Booking Fee Calculation Worksheet
D: Consumer Price Index

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



County of Sonoma
State of California

Date: May 9, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, 1) Setting A Contingent Criminal Justice Administrative Fee (Jail Booking Fee) At \$188 Per Applicable Booking To Be Effective July 1, 2017.

Whereas, in 1990, the Board of Supervisors established a Criminal Justice Administrative Fee (Jail Booking Fee) to provide for the reimbursement of County expenses incurred with respect to booking or other processing of arrested persons, to the extent authorized by law; and

Whereas, AB1805, a State general government trailer bill adopted in 2006, amended Government Code Sections 29550 and added GC Sections 29551 and 29552, to address costs associated with booking arrestees of other agencies into county jails; and

Whereas, should the State appropriate less than the full \$35 million for this purpose, agencies will be required to pay to the County all or a portion of the booking fee equal to the proportion that the appropriated amount is less than \$35 million; and

Whereas, the proposed Jail Booking Fee is calculated to be \$188 based on the formula mandated by State law; and

Whereas, the Board of Supervisors desires to recover the allowable portion of the actual costs of booking and processing persons arrested by other agencies.

Now, Therefore, Be It Resolved, to recover the reasonable cost of providing these services, the Board of Supervisors of the County of Sonoma, State of California, hereby sets the Criminal Justice Administrative Fee at \$188 per applicable booking effective July 1, 2017, contingent on the State not appropriating \$35 million to counties to fund the cost of jail bookings, and

Be It Further Resolved should the State appropriate less than the full \$35 million to fund the cost of jail bookings, that the Board of Supervisors authorizes the Jail Booking Fee to be billed effective July 1, 2017, to local agencies at a rate

Resolution #

Date:

Page 2

determined to be that portion of the booking fee equal to the proportion that the appropriated amount is less than \$35 million; and

Be It Further Resolved, based on information presented to this Board, this Board finds that the proposed fees comply with all legal requirements, including Art. XIII C of the California Constitution.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Booking fee calculation

	Fee as of June 30, 2006		Annual increase				
	\$123		1.01				
FY 06-07	A. San Francisco CPI (february 2005 to February 2006)		2.9%				
	123	1.029	1.01	\$ 127.83			
FY 07-08	B. San Francisco CPI (february 2006 to February 2007)		3.2%				
	128	1.032	1.01	\$ 133.42	Booking fee for FY 07-08	\$5.58	
FY 08-09	C. San Francisco CPI (february 2007 to February 2008)		2.9%				
	\$ 133	1.029	1.01	\$ 138.66	Booking fee for FY 08-09	\$5.24	
FY 09-10	D. San Francisco CPI (february 2008 to February 2009)		0.9%				
	\$ 139	1.009	1.01	\$ 141.31	Booking fee for FY 09-10	\$2.65	
FY 10-11	E. San Francisco CPI (february 2009 to February 2010)		2.4%				
	\$ 141	1.024	1.01	\$ 146.14	Booking fee for FY 10-11	\$4.84	3.4%
FY 11-12	F. San Francisco CPI (February 2010 to February 2011)		2.1%				
	\$ 146	1.021	1.01	\$ 150.71	Booking fee for FY 11-12	\$4.56	3.1%
FY 12-13	F. San Francisco CPI (February 2011 to February 2012)		3.5%				
	151	1.035	1.01	\$ 157.54	Booking fee for FY 12-13	\$6.83	4.5%
FY 13-14	F. San Francisco CPI (February 2012 to February 2013)		2.4%				
	158	1.024	1.01	\$ 162.93	Booking fee for FY 13-14	\$5.39	3.4%
FY 14-15	F. San Francisco CPI (February 2013 to December 2013*)		1.3%				
	163	1.023	1.01	\$ 166.68	Booking fee for FY 14-15	\$3.75	2.4%
FY 15-16	F. San Francisco CPI (January 2014 to December 2014)		2.7%				
	167	1.037	1.01	\$ 172.85	Booking fee for FY 15-16	\$6.17	3.8%
FY 16-17	F. San Francisco CPI (January 2015 to December 2015)		3.2%				
	173	1.042	1.01	\$ 180.00	Booking fee for FY 16-17	\$ 7.15	4.3%
FY 17-18	F. San Francisco CPI (January 2016 to December 2016)		3.5%				
	180	1.045	1.01	\$ 188.00	Booking fee for FY 17-18	\$ 8.00	4.6%

6

*CPI date moved to accommodate consolidated fee hearing schedule. This will become the new annual date

Table 10. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index

(1982-84=100, unless otherwise noted)

Area	Pricing schedule ¹	All items									
		Indexes				Percent change to Dec. 2016 from—			Percent change to Nov. 2016 from—		
		Sep. 2016	Oct. 2016	Nov. 2016	Dec. 2016	Dec. 2015	Oct. 2016	Nov. 2016	Nov. 2015	Sep. 2016	Oct. 2016
U.S. city average	M	241.428	241.729	241.353	241.432	2.1	-0.1	0.0	1.7	0.0	-0.2
Region and area size²											
Northeast urban	M	256.085	256.605	256.541	256.427	1.9	-1	.0	1.6	.2	.0
Size A - More than 1,500,000	M	259.123	259.505	259.632	259.522	1.9	.0	.0	1.5	.2	.0
Size B/C - 50,000 to 1,500,000 ³	M	150.819	151.358	151.010	150.935	1.8	-3	.0	1.7	.1	-2
Midwest urban	M	227.636	227.358	226.673	226.794	1.8	-2	.1	1.2	-4	-3
Size A - More than 1,500,000	M	228.236	227.913	227.482	227.549	1.9	-2	.0	1.3	-3	-2
Size B/C - 50,000 to 1,500,000 ³	M	146.131	146.117	145.484	145.563	1.7	-4	.1	1.1	-4	-4
Size D - Nonmetropolitan (less than 50,000)	M	224.599	223.683	222.632	223.039	1.6	-3	.2	.6	-9	-5
South urban	M	234.069	234.337	234.029	234.204	2.0	-1	.1	1.6	.0	-1
Size A - More than 1,500,000	M	237.029	237.280	237.399	237.502	2.2	.1	.0	1.9	.2	.1
Size B/C - 50,000 to 1,500,000 ³	M	148.202	148.435	148.071	148.254	2.0	-1	.1	1.4	-1	-2
Size D - Nonmetropolitan (less than 50,000)	M	238.707	238.468	237.770	237.595	1.2	-4	-1	.7	-4	-3
West urban	M	249.234	249.897	249.448	249.516	2.5	-2	.0	2.3	.1	-2
Size A - More than 1,500,000	M	255.975	256.771	256.209	256.396	2.7	-1	.1	2.5	.1	-2
Size B/C - 50,000 to 1,500,000 ³	M	146.130	146.328	146.004	145.918	1.8	-3	-1	1.7	-1	-2
Size classes											
A ⁴	M	221.618	221.908	221.733	221.792	2.2	-1	.0	1.9	.1	-1
B/C ³	M	147.727	147.952	147.545	147.620	1.9	-2	.1	1.5	-1	-3
D	M	236.914	236.742	236.336	236.325	1.9	-2	.0	1.4	-2	-2
Selected local areas⁵											
Chicago-Gary-Kenosha, IL-IN-WI	M	230.282	230.506	230.969	230.476	1.9	.0	-2	1.5	.3	.2
Los Angeles-Riverside-Orange County, CA ...	M	250.145	251.098	250.185	250.189	2.0	-4	.0	1.8	.0	-4
New York-Northern N.J.-Long Island, NY-NJ-CT-PA	M	264.602	264.738	265.203	265.421	2.1	.3	.1	1.6	.2	.2
Boston-Brockton-Nashua, MA-NH-ME-CT	1	262.606	-	261.675	-	-	-	-	1.3	-4	-
Cleveland-Akron, OH	1	220.963	-	220.777	-	-	-	-	.8	-1	-
Dallas-Fort Worth, TX	1	221.923	-	222.259	-	-	-	-	2.4	.2	-
Washington-Baltimore, DC-MD-VA-WV ⁶	1	157.572	-	157.706	-	-	-	-	1.2	.1	-
Atlanta, GA	2	-	227.675	-	226.739	2.6	-4	-	-	-	-
Detroit-Ann Arbor-Flint, MI	2	-	224.271	-	222.983	2.4	-6	-	-	-	-
Houston-Galveston-Brazoria, TX	2	-	218.200	-	217.758	2.3	-2	-	-	-	-
Miami-Fort Lauderdale, FL	2	-	251.571	-	253.629	2.9	.8	-	-	-	-
Philadelphia-Wilmington-Atlantic City, PA-NJ-DE-MD	2	-	246.952	-	246.591	1.7	-1	-	-	-	-
San Francisco-Oakland-San Jose, CA	2	-	270.306	-	269.483	3.5	-3	-	-	-	-
Seattle-Tacoma-Bremerton, WA	2	-	256.941	-	256.821	2.6	.0	-	-	-	-

¹ Foods, fuels, and several other items priced every month in all areas; most other goods and services priced as indicated:

M - Every month.

1 - January, March, May, July, September, and November.

2 - February, April, June, August, October, and December.

² Regions defined as the four Census regions. See map in technical notes.

³ Indexes on a December 1996=100 base.

⁴ Indexes on a December 1986=100 base.

⁵ In addition, the following metropolitan areas are published semiannually and appear in Tables 34 and 39 of the January and July issues of the CPI Detailed Report: Anchorage, AK; Cincinnati-Hamilton, OH-KY-IN; Denver-Boulder-Greeley, CO; Honolulu, HI; Kansas City, MO-KS; Milwaukee-Racine, WI; Minneapolis-St. Paul, MN-WI; Phoenix-Mesa, AZ;

Pittsburgh, PA; Portland-Salem, OR-WA; St. Louis, MO-IL; San Diego, CA; Tampa-St. Petersburg-Clearwater, FL.

⁶ Indexes on a November 1996=100 base.

- Data not available.

NOTE: Index applies to a month as a whole, not to any specific date.

NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 31i
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: May 9, 2017

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks

Staff Name and Phone Number:

Jim Nantell (707) 565-2041

Supervisorial District(s):

Fifth

Title: Spud Point and Masons Marina Fee Adjustments

Recommended Actions:

Approval of the Resolution of the Board of Supervisors authorizing fee adjustments for Fish Offloading, Recreational Vessel Berthing, and Masons Marina Trailer Storage, and new fees for Masons Marina Showers and Authorized Live Aboard. Fee changes will become effective on July 1, 2017.

Approval of the Resolution of the Board of Supervisors authorizing adjustments in hourly staff billing rates applicable to recover the reasonable costs of providing services such as repairs, set-up and staffing for events, special use permits, and for maintenance and grounds keeping services effective July 1, 2017.

Executive Summary:

Regional Parks proposes changes to its fees to recover the reasonable costs for maintaining the Marinas for public use, for providing Marina services, and for consistency with prior fee adjustments. Details are included in the Fee Package Cover Sheet and Fee Package Detail attached to the Resolutions accompanying this Agenda Report and summarized here. A market analysis of fees charged by other similar agencies was completed in Winter 2016 and is included as Attachment B. All proposed fee increases for the marina were reviewed with the Spud Point Advisory Committee at their March 22, 2017 meeting. The recommended fee changes include modifications to address areas of concern for the committee members.

Discussion:

Changes to Current Fees and Rates:

Regional Parks proposes changes to fees for Fish Offloading to help offset projected operating cost increases. The proposed Fish Offloading Fees for Crab will increase by \$0.02/lb or 25% for vessels that berth at Spud Point and \$0.05/lb. or 33% for transient vessels. The wholesale price for crab increased by \$0.55/lb. between the last fee adjustment in 2011 and 2016. In response to the concerns of commercial fishermen at Spud Point, Regional Parks proposes a \$0.05/lb or 33% decrease in offloading fees for lower volume fisheries including Albacore, Sea Urchin, Shark, Rock Cod, Drag Boat Catch, and Prawns. Fee adjustments are projected to generate an additional \$2,070 in revenue in FY17-18.

Regional Parks proposes a 5% increase in the Recreational Berthing rates for FY17-18. Spud Point has full utilization of its berthing capacity and berthing rates have not changed since 2011. Fee adjustments to Recreational Berthing are expected to generate an additional \$28,281 in FY17-18. A similar fee increase for commercial vessel berthing rates was also proposed but, after discussions with the Spud Point Advisory Committee, staff is proposing a one year delay due to the shortened seasons for both crab and salmon fisheries.

Regional Parks also proposes a 6% increase in the fee for Trailer Storage at Masons Marina to offset increased costs. Due to the small volume this fee increase is expected to only generate an additional \$60 in FY17-18.

New Fees:

Regional Parks proposes two new fees for Spud Point Marina; a \$170 fee for Authorized Live Aboard and a \$30 fee for Authorized Live Aboard Extra Person. These fees are designed for commercial fishermen that live aboard their vessel during the fishing season when work days are long and time in port is short. These new fees are expected to generate an additional \$850 in FY17-18.

Regional Parks also proposes a new fee for Showers at Masons Marina. Fees for the use of the showers at Masons are set at the same rate as the fee for showers at Spud Point Marina. Due to a lack of data on shower utilization, the impact on revenues is unknown at this time. Fees will help offset the cost of operating the shower facilities most of which is expected to come from reduced water usage at Masons Marina.

Justification to Changes to Current Fees:

The primary purpose of the proposed changes to Regional Park Marina Fees is to maintain core services that provide Marina users with a safe experience and to help fund improvements to the docks at our Marinas. The proposed fees also comply with Proposition 26 criteria because the fees reflect the reasonable cost of maintaining the Marinas for public use and recovering the reasonable costs of the services provided. Fee amounts cover only a portion of the Department's overall costs as the Marinas currently receive over \$385K per year in support from the General Fund for principle and interest on the outstanding debt. Therefore the proposed increases do not exceed the reasonable cost of maintaining the Marinas for public use and for providing for these public services. The proposed fees are reasonably allocated since they are applied equally based on use or service provided either to the public at large or to those who rent boat slips. They are reasonable based on comparisons with similar related services, see Attachment B to Resolution 1 of this Agenda Report for tables with comparative information.

Changes to Staff Charges:

Regional Parks requests Board approval of updates to the rates for Staff Charges to obtain full reimbursement for special events that require extra staffing, staff costs for the repair of damage caused by berth holder accidents, set up of specialized equipment by County staff, and staff costs for maintenance and emergency repairs to private vessels. The Department has established these rates based on increased operating cost including salaries and benefits. Staff Charges will increase by an average of 8% due to increases in overhead costs in addition to salary and benefit increases.

Summary of Expected Results:

With the exception of debt service, the revenue from the marinas including the proposed fee increases should allow the Department to continue to cover all operating cost of the marinas including funding for some deferred maintenance including structural repairs to the fish buying dock, and replacement of the fuel lines both of which will cost over \$250,000.

Prior Board Actions:

4-26-2016 – Adopted fee adjustments

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The proposed fee increases will continue the financial turnaround of the marina over the past three years.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		\$31,261	\$31,261
Additional Appropriation Requested			
Total Expenditures		\$31,261	\$31,261

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other		\$31,261	\$31,261
Use of Fund Balance			
Contingencies			
Total Sources		\$31,261	\$31,261

Narrative Explanation of Fiscal Impacts:

Proposed fee increases will help offset the costs of providing these services. Fees will increase on July 1, 2017 to align with the start of the fiscal year. Fee increases are expected to increase FY17-18 revenues by \$31,261.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Concurrent Resolution 1 – Fee Adjustments Concurrent Resolution 2 – Staff Charges Regional Parks Marina Fee Package Cover Sheet Attachment A, Regional Parks Fee and Revenue Summary Staff Charges Attachment B, FY16-17 Regional Parks Comparison with Similar Agencies			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma
State of California

Date: May 9, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing Fee Adjustments for Fish Offloading, Recreational Vessel Berthing and Masons
Trailer Storage and New Fees for Masons Marina Showers and Authorized Live Aboard Fees
to Help Recover the Costs to Operate and Maintain the Marinas**

Whereas, the County of Sonoma owns and operates Spud Point, Masons Marina, and the Sport Fishing Center; and

Whereas, pursuant to California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)(4), Harbor & Navigation Code section 71.7.5, and Sonoma County Code section 20-24, the County of Sonoma may charge fees to for the use of the Marinas and other facilities to benefit the public's interest, and to recover the reasonable cost of service provided to the fee payor for maintaining the Marinas and providing government services;

Whereas, in fiscal year 2016-17 the Regional Parks Department budgeted \$3.0M in revenues and \$3.7M in expenditures with a General Fund subsidy of \$.4M to operate and maintain Spud Point Marina, Masons Marina, and the Sport Fishing Center; and

Whereas, the fee revenue generated for the provision of these services does not fully recover the cost to provide those services to the fee payors, however, the fee revenue offsets expenses incurred in the operation and maintenance of Spud Point Marina, Masons Marina, and the Sport Fishing Center; and

Whereas, a comparison of Marina revenue, expenditures, and the General Fund subsidy in the FY16-17 budget indicates that the additional revenues to be collected from the adjusted fees will be less than the cost to the County of funding the Regional Parks programs;

Now, Therefore, Be It Resolved that to recover the reasonable cost of providing certain Marina services, it is necessary to increase certain fees and establish certain new fees as set forth below.

Resolution #1

Date:

Page 2

Be It Further Resolved based on information presented to this Board, this Board finds that the proposed fees comply with all legal requirements and are in the public's interest, including Art. XIII C of the California Constitution.

Be It Further Resolved that in all other respects, previously established fees for the Regional Parks Department not modified by this resolution shall remain in full force and effect.

Be It Further Resolved that if any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portion of this resolution

Be It Further Resolved that pursuant to Section 20-24 of the Code of the County of Sonoma, adjustments to Fish Offloading, Recreational Vessel Berthing, Trailer Storage, Showers, and Authorized Live Aboard, as identified in the Fee Package Cover Sheet, are hereby authorized to become effective on July 1, 2017, and shall supersede rates and policies presently in effect, and shall be incorporated into the schedule of all rates and fees charged for the use of Sonoma County's park facilities.

Be It Further Resolved that the Director of Regional Parks is hereby authorized and directed to take such steps as necessary to implement and charge the adjusted fees adopted herein.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: May 9, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Adjusting Staff Charges For Equipment, Repair Of Damage, Setup For Events, And Staff Hourly Costs For Maintenance, Grounds Services, Park Operations, Administration, Planners, Building Workers, And General Services Mechanics And Painters To Recover The Reasonable Cost Of Providing These Services.

Whereas, the County of Sonoma owns and operates and Spud Point Marina and Masons Marina; and

Whereas, it is in the interest of the County to operate Spud Point Marina and Masons Marina to respond to the commercial and recreational fishing and boating needs of the community; and

Whereas, it is in the best interests of the County of Sonoma, the commercial and recreational fishing and boating community, and the general public to maintain and operate said facilities at a standard of care that provides for the welfare, safety, and enjoyment of Marina users and visitors; and

Whereas, staff charges have been established by the County to offset operations, maintenance, administration, and planning costs and to recover the reasonable cost of providing these services; and

Whereas, imposition of staff charges will provide an alternative revenue source so that the Marina Fund Balance does not have to be used to pay for these services; and

Whereas, the Director of Regional Parks has recommended that the Board of Supervisors of the County of Sonoma adopt adjustments to staff charges for equipment, repair of damage, setup for events and staff hourly costs for maintenance, grounds services, park operations, administration, planning, building workers, and General Services mechanics and painters as identified in Attachment A to the Agenda Report accompanying this Resolution ("Fee and Revenue Summary Chart, Staff Charges").

Now, Therefore, Be It Resolved that to recover the reasonable cost of providing certain

Resolution #2

Date:

Page 2

park services, it is necessary to increase certain fees and establish new fees as set forth below.

Be It Further Resolved that staff charges shall be adjusted as specified under Attachment A to become effective July 1, 2017, and that the Director of Regional Parks is hereby authorized and directed to take such steps as necessary to implement and charge the rates adopted herein.

Be It Further Resolved that the Director of Regional Parks is hereby authorized and directed to take such steps as necessary to implement and charge the adjusted rates and new fees adopted herein.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Reference Number	Fee Description (Short)	Legal Basis for Fee*	Requirement to Adjust Fee (Resolution or Ordinance)	FY 2015-16 Units	Anticipated Units, FY 2017-18	Current Fee Amount	Proposed Fee Amount	Change in Fee	Proposed Effective Date	Additional Revenue Expected**	Last Date Fee Changed	Amount Prior to Last Change	Actual Cost of Providing Service
1	Fish Offloading permanent vessels - Crab	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	85,120	85,000	\$0.08/lb	\$0.10/lb	25%	7/1/2017	\$ 1,700.00	3/1/2011	\$0.05/lb	n/a
2	Fish offloading transient vessels - Crab	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	10,640	10,000	\$0.15/lb	\$0.20/lb	33%	7/1/2017	\$ 500.00	9/15/2009	\$0.20/lb	n/a
3	Fish offloading transient vessels - Albacore	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	244	250	\$0.15/lb	\$0.10/lb	-33%	7/1/2017	\$ (12.50)	9/15/2009	\$0.20/lb	n/a
4	Fish offloading transient vessels - Sea Urchin	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	487	500	\$0.15/lb	\$0.10/lb	-33%	7/1/2017	\$ (25.00)	9/15/2009	\$0.20/lb	n/a
5	Fish offloading transient vessels - Shark	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	244	250	\$0.15/lb	\$0.10/lb	-33%	7/1/2017	\$ (12.50)	9/15/2009	\$0.20/lb	n/a
6	Fish offloading transient vessels - Rock Cod	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	487	500	\$0.15/lb	\$0.10/lb	-33%	7/1/2017	\$ (25.00)	9/15/2009	\$0.20/lb	n/a
7	Fish offloading transient vessels - Drag boat	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	487	500	\$0.15/lb	\$0.10/lb	-33%	7/1/2017	\$ (25.00)	9/15/2009	\$0.20/lb	n/a
8	Fish offloading transient vessels - Prawns	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	608	600	\$0.15/lb	\$0.10/lb	-33%	7/1/2017	\$ (30.00)	9/15/2009	\$0.20/lb	n/a
9	Rec. berthing per day, permanent 80 ft	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	30	30	\$ 17.46	\$ 18.33	5%	7/1/2017	\$ 26.19	3/1/2011	\$21.33	n/a
10	Rec. berthing per day, permanent 70 ft	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	180	180	\$ 15.28	\$ 16.04	5%	7/1/2017	\$ 137.52	3/1/2011	\$18.67	n/a
11	Rec. berthing per day, permanent 60 ft	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	180	180	\$ 13.10	\$ 13.76	5%	7/1/2017	\$ 117.90	3/1/2011	\$16.00	n/a
12	Rec. berthing per day, permanent 56 ft	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	150	150	\$ 12.22	\$ 12.83	5%	7/1/2017	\$ 91.65	3/1/2011	\$14.93	n/a
13	Rec. berthing per day, permanent 52 ft	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	270	270	\$ 11.35	\$ 11.92	5%	7/1/2017	\$ 153.23	3/1/2011	\$13.87	n/a
14	Rec. berthing per day, permanent 48 ft	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	360	360	\$ 10.48	\$ 11.00	5%	7/1/2017	\$ 188.64	3/1/2011	\$12.80	n/a
15	Rec. berthing per day, permanent 44 ft	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	750	750	\$ 9.60	\$ 10.08	5%	7/1/2017	\$ 360.00	3/1/2011	\$11.73	n/a
16	Rec. berthing per day, permanent 40 ft	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	540	540	\$ 8.73	\$ 9.17	5%	7/1/2017	\$ 235.71	3/1/2011	\$10.67	n/a
17	Rec. berthing per day, permanent 36 ft	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	720	720	\$ 7.86	\$ 8.25	5%	7/1/2017	\$ 282.96	3/1/2011	\$9.60	n/a
18	Rec. berthing per day, permanent 32 ft	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	600	600	\$ 6.98	\$ 7.33	5%	7/1/2017	\$ 209.40	3/1/2011	\$8.53	n/a
19	Rec. berthing per day, permanent 30 ft	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	420	420	\$ 6.55	\$ 6.88	5%	7/1/2017	\$ 137.55	3/1/2011	\$8.00	n/a
20	Rec. berthing per day, transient over 90 ft	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	1,320	1,320	\$ 100.00	\$ 105.00	5%	7/1/2017	\$ 6,600.00	3/1/2011	\$54.00	n/a
21	Rec. berthing per day, transient 61 - 90 ft	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	1,950	1,950	\$ 60.00	\$ 63.00	5%	7/1/2017	\$ 5,850.00	3/1/2011	\$42.00	n/a
22	Rec. berthing per day, transient 60 ft	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	1,860	1,860	\$ 50.00	\$ 52.50	5%	7/1/2017	\$ 4,650.00	3/1/2011	\$36.00	n/a
23	Rec. berthing per day, transient 50 ft	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	2,250	2,250	\$ 40.00	\$ 42.00	5%	7/1/2017	\$ 4,500.00	3/1/2011	\$30.00	n/a
24	Rec. berthing per day, transient 40 ft	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	1,860	1,860	\$ 30.00	\$ 31.50	5%	7/1/2017	\$ 2,790.00	3/1/2011	\$30.00	n/a
25	Rec. berthing per day, transient 30 ft & under	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	1,950	1,950	\$ 20.00	\$ 21.00	5%	7/1/2017	\$ 1,950.00	3/1/2011	\$30.00	n/a
26	Mason Marina trailer storage	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	12	12	\$ 85.00	\$ 90.00	6%	7/1/2017	\$ 60.00	4/22/2014	n/a	n/a
27	Masons Marina Showers, per 5 minutes	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	unknown	unknown	\$ -	\$2.00/min	n/a	7/1/2017		new		n/a
28	Authorized live aboard per month	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	5	5	\$ -	\$ 170.00	New	7/1/2017	\$ 850.00	new		n/a
29	Authorized live aboard, extra person	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	-	-	\$ -	\$ 30.00	New	7/1/2017	\$ -	new		n/a
30													

*Please cite all applicable sections.

**Please explain if not equal to the difference between proposed and current fee times the expected volume of fees.

REGIONAL PARKS
FEE AND REVENUE SUMMARY CHART, STAFF CHARGES
(effective 07/01/17)

FY 17-18 Projected Revenues

Regional Parks Department		CURRENT	PROPOSED			
FEE DESCRIPTION	FY 17-18 BUDGET UNITS OF SERVICE	RATE Effective 7/1/2016	RATE Effective 7/1/2017	RATE DOLLAR CHANGE	RATE PERCENTAGE CHANGE	FY 16-17 REVENUE INCREASE DUE TO RATE CHANGE

15-32

REGIONAL PARKS - Regional Parks (Department-wide)

HOURLY RATE ADJUSTMENTS:

Staff Charges for facility users or damage

Building Mechanic II (General Services)	2	\$103.04	\$114.23	\$11.19	10.9%	\$22
Lifeguard A	4	\$27.31	\$30.99	\$3.68	13.5%	\$15
Lifeguard B	8	\$29.16	\$33.90	\$4.74	16.3%	\$38
Lifeguard C	0	\$31.12	\$35.92	\$4.80	15.4%	\$0
Lifeguard Supv	0	\$36.71	\$42.08	\$5.37	14.6%	\$0
Park Aide	5	\$29.31	\$29.82	\$0.51	1.7%	\$3
Park Ranger Assistant	2	\$39.48	\$38.99	(\$0.49)	-1.2%	(\$1)
Park Ranger I	2	\$93.76	\$96.24	\$2.48	2.6%	\$5
Park Ranger II	0	\$102.34	\$114.11	\$11.77	11.5%	\$0
Supervising Ranger	0	\$118.18	\$130.84	\$12.66	10.7%	\$0
Undergrad Intern	0	\$27.62	\$24.50	(\$3.12)	-11.3%	\$0
Park Grounds and Maintenance Worker II	0	\$85.01	\$90.88	\$5.87	6.9%	\$0
Park Grounds and Maintenance Worker I	0	\$36.91	\$38.06	\$1.15	3.1%	\$0
Park Maintenance Supervisor	0	\$98.93	\$108.72	\$9.79	9.9%	\$0
Department Analyst	0	\$122.05	\$136.24	\$14.19	11.6%	\$0
Planning Technician	0	n/a	\$81.50	n/a	n/a	n/a
Planning SOA	0	n/a	\$65.92	n/a	n/a	n/a
Planner II	0	\$92.58	\$107.60	\$15.02	16.2%	\$0
Senior Park Planner	0	\$135.24	\$136.75	\$1.51	1.1%	\$0
Program Manager	0	\$100.00	\$123.00	\$23.00	23.0%	\$0
Right of Way Agent	0	\$52.69	\$63.69	\$11.00	20.9%	\$0
Planning Manager	0	\$137.53	\$155.18	\$17.65	12.8%	\$0
Total Revenue:						\$82

Note: Budget units are estimated staff hours. Does not include all Regional Parks job classes. The same methodology will be used to create billable rates for job classes not included in this document on an as needed basis.

Justification:

This fee schedule is used by the Department to obtain full reimbursement for: (1) special events that require additional staffing, (2) staff costs for repair of damage caused by special events, (3) setup of specialized equipment by County staff, (4) staff costs for maintenance and grounds services.

The proposed fee represents the actual cost of providing staffing and will be used to help offset the cost of providing staffing services associated with special events at County facilities. The Department has established these rates based on the budgeted cost of salary plus benefits for positions with administrative overhead included in the rates. Regional Parks has calculated the rates for all Regional Park staff. Building Mechanic rates are established with General Services and charged through Regional Parks. Rate increases would become effective July 1, 2017.

Attachment B - Marina Market Research FY17-18 Fee Package

FEE SCHEDULE	Spud Point	Crescent City	Eureka	Ft. Bragg - Noyo	Morro Bay	Moss Landing
Fish Offloading permanent vessels - Crab	\$0.08/lb	\$0.02/lb	\$0.05/lb	n/a	\$0.15/lb + ice at \$0.05/lb	n/a
Fish offloading transient vessels - Crab	\$0.15/lb	No Trans. Unloading	\$0.05/lb	n/a	\$0.20/lb - \$0.25/lb	n/a
Fish Offloading permanent vessels - Albacore	\$0.15/lb	\$0.009/lb	\$0.025/lb	n/a	\$0.25/lb	n/a
Fish offloading transient vessels - Albacore	\$0.15/lb	n/a	\$0.025/lb	n/a	\$0.25/lb	n/a
Fish offloading transient vessels - Sea Urchin	\$0.15/lb	n/a	\$0.025/lb	n/a	n/a	n/a
Fish offloading transient vessels - Shark	\$0.15/lb	\$0.0025/lb	\$0.025/lb	n/a	\$0.25/lb	n/a
Fish offloading transient vessels - Rock Cod	\$0.15/lb	\$0.125/lb	\$0.025/lb	n/a	\$0.25/lb	n/a
Fish offloading transient vessels - Drag boat	\$0.15/lb	\$0.004/lb	\$0.025/lb	n/a	\$0.25/lb	n/a
Fish offloading transient vessels - Prawns	\$0.15/lb	\$0.25/lb	\$0.025/lb	n/a	\$0.15/lb	n/a
Rec. berthing per mo. permanent 80 ft	\$17.46/day		\$335.20/mo.	\$384/mo.	\$689.60/mo.	\$928/mo.
Rec. berthing per mo. permanent 70 ft	\$15.28/day		\$293.30/mo	\$336/mo.	\$603.40/mo.	\$812/mo.
Rec. berthing per mo. permanent 60 ft	\$13.10/day		\$251.40/mo.	\$288/mo.	\$517.20/mo.	\$696/mo.
Rec. berthing per mo. permanent 56 ft	\$12.22/day		\$234.64/mo.	\$268.80/mo.	\$482.72/mo.	\$649.60/mo.
Rec. berthing per mo. permanent 52 ft	\$11.35/day		\$217.88/mo.	\$249.60/mo.	\$448.24/mo.	\$603.20/mo.
Rec. berthing per mo. permanent 48 ft	\$10.48/day		\$201.12/mo.	\$230.40/mo.	\$413.76/mo.	\$556.80/mo.
Rec. berthing per mo. permanent 44 ft	\$9.60/day		\$184.36/mo.	\$211.20/mo.	\$379.28/mo.	\$510.40/mo.
Rec. berthing per mo. permanent 40 ft	\$8.73/day		\$167.60/mo.	\$192/mo.	\$344.80/mo.	\$464/mo.
Rec. berthing per mo. permanent 36 ft	\$7.86/day		\$150.84/mo.	\$172.80/mo.	\$310.32/mo.	\$417.60/mo.
Rec. berthing per mo. permanent 32 ft	\$6.98/day		\$134.80/mo.	\$153.6/mo.	\$275.84/mo.	\$371.20/mo.
Rec. berthing per mo. permanent 30 ft	\$6.55/day		\$125.70/mo.	\$144/mo.	\$258.60/mo.	\$348/mo.
Rec. berthing per day, transient over 90 ft	\$100/day		\$54.9/day	\$26/day	\$108.00/mo.	\$30.94/day
Rec. berthing per day, transient 61 - 90 ft	\$60/day		n/a	\$26/day	n/a	\$27.07/day
Rec. berthing per day, transient 60 ft	\$50/day		\$36.60/day	\$26/day	\$72/day	\$23.20/day
Rec. berthing per day, transient 50 ft	\$40/day		\$30.50/day	\$26/day	\$60/day	\$19.34/day
Rec. berthing per day, transient 40 ft	\$30/day		\$24.40/day	\$20/day	\$48/day	\$15.47/day
Rec. berthing per day, transient 30 ft & under	\$20/day		\$18.30/day	\$18/day	\$36/day	\$11.6/day
Authorized live aboard per month	\$325.00/mo.	No charge	No charge	Not allowed	247.56 for two years plus 33.65 mo.	\$130.00/mo.
Authorized live aboard, extra person	\$325.00/mo.	n/a	n/a	n/a	n/a	130.00 ea person
Trailer storage	\$85/mo.		.30 sq. ft. mo.	1.00 per. Day	2.95 per. Ft. per. Mo.	95.00 10'x40'
Showers, per 5 minutes	no charge		.50 six min.	No charge	.25 one min.	free
Washers			\$2	n/a	n/a	\$1
Dryers			.25 for seven min.	n/a	n/a	\$1



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 31j
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: May 9, 2017

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks

Staff Name and Phone Number:

Jim Piercy (707) 565-3955

Supervisorial District(s):

All

Title: Regional Parks Fee Adjustments

Recommended Actions:

Adopt a resolution of the Board of Supervisors authorizing fee adjustments for Film and Photography Permits, Kenwood Gazebo and Gualala Visitors Center Use, Boat Launch Fee, and Water Park Adult Admission. There is one new fee, a Tolay Fall Festival Vendor fee, and a policy change to camping reservations. Fee changes will become effective on July 1, 2017.

Adopt a resolution of the Board of Supervisors authorizing adjustments in hourly staff billing rates applicable to recover the reasonable costs of providing services such as repairs, set-up and staffing for events, special use permits, and for maintenance and grounds keeping services effective July 1, 2017.

Executive Summary:

Sonoma County Regional Parks, which is celebrating its 50th anniversary in 2017, includes more than 11,000 acres across 56 parks, trails, and beaches, and hosts more than 5 million visitors annually. Fees paid by park visitors provide more than 40% of the Regional Parks operating budget and enable it to operate and maintain its expanding system of parks for residents and visitors. Regional Parks proposes changes to its fees to recover the reasonable costs for maintaining parks for public use, for providing park services, and for consistency with prior fee adjustments. Details are included in the Fee Package Cover Sheet and Fee Package Detail attached to the Resolutions accompanying this Agenda Report and summarized here. A market analysis of fees charged by other similar agencies was completed in Winter 2017 and is included as Attachment B.

Discussion:

Changes to Current Fees and Rates:

Regional Parks proposes changes to fees for Photo and Film Permits and Special Use Permits for the Kenwood Gazebo and the Gualala Visitors Center to help offset projected staffing cost increases. Photo and Film Permits will increase by 3% are projected to generate an additional \$20 in revenue in FY17-18. Kenwood Gazebo and the Gualala Visitors Center fees will increase by 4% and are projected to generate

an additional \$14 in revenue in FY17-18. These fees are based on required staff time, and are adjusted annually to match actual staffing costs.

Regional Parks proposes a reduction in the Boat Launch Fee. The Boat Launch Fee was a new fee for FY16-17 and received considerable negative feedback from local recreational boaters. This reduction from \$7 to \$4 will increase utilization of the Boat Launch and better meet the needs of the recreational fishing community. Regional Park Memberships will also now include Boat Launch usage as part of the membership benefits, which may encourage boaters to become Regional Parks members and more broadly utilize the Parks system.

The Water Park was new addition to the Regional Parks system in FY15-16 and was very successful at Spring Lake Park. One piece of equipment was purchased for use at Healdsburg Veterans Memorial Beach and was offered at the Healdsburg Water Carnival. While youth usage exceeded projections on these popular attractions, at both Spring Lake and Healdsburg utilization by adults was lower than projected. Regional Parks proposes a reduction in the Water Park Adult Admission fee to encourage greater participation by parents and other adults. It is expected that increased usage will slightly more than make up for the reduced fee amount, generating a net of about \$50 in additional revenue.

New Fees:

Regional Parks proposes one new fee for Tolay Fall Festival Vendors. Currently Regional Parks has been using a Minor Commercial Activities fee that requires vendors to pay \$50 up front and remit 10% of gross revenues back to Regional Parks after the Festival. The new Tolay Fall Festival Vendor fee of \$100 will help optimize revenues and operating efficiency for Regional Parks and vendors by eliminating the collection of 10% of gross revenues after the event. These changes also better match fees charged to park users and the impact their activities have on parks and on other park visitors. The replacement of the old arrangement with this fee is not expected to have a net impact on revenue.

Justification to Changes to Current Fees:

The primary purpose of the proposed increases to Regional Park Fees is to maintain core services that provide park users with a safe experience in our parks. The proposed fees also comply with Proposition 26 criteria because the fees reflect the reasonable cost of maintaining the parks for public use and recovering the reasonable costs of the services provided. Fee amounts cover only a portion of the Department's overall costs as the park system receives over \$7M per year in support from the General Fund and Transit and Occupancy Taxes. Therefore the proposed increases do not exceed the reasonable cost of maintaining the parks for public use and for providing for these public services. The proposed fees are reasonably allocated since they are applied equally based on use or service provided either to the public at large or to those who buy annual passes, which are available to the public. They are reasonable based on comparisons with similar related services, see attachment C to Resolution 1 of this Agenda Report for tables with comparative information. While partial cost recovery is the key driver necessitating Parks fees, as demonstrated by the decreases in certain fees, Regional Parks seeks to ensure that its fees are not prohibitive to users even at the expense of cost recovery.

Policy Changes:

The current reservation cancellation policy results in the forfeiture of the fee for the first night's camping. This policy was implemented to prevent visitors from locking up multiple camp sites with

reservations then cancelling all but one site reservation at the last minute. Regional Parks proposes changing the policy to a forfeiture of the first night's camping fee when a reservation is cancelled less than 10 days prior to the arrival date. This change will provide a benefit to campers who need to change their plans and it will still provide adequate time to allow other campers to reserve that space.

Changes to Staff Charges:

Regional Parks requests Board approval of updates to the rates for Staff Charges to obtain full reimbursement for special events that require extra staffing, staff costs for the repair of damage caused by special events, set up of specialized equipment by County staff, and staff costs for maintenance and grounds services. The Department has established these rates based on the budgeted cost of salaries and benefits along with administrative overhead associated with the positions.

Summary of Expected Results:

With revenue from these fee increases the Department expects to keep all Regional Parks open with a satisfactory level of maintenance and will remain in safe and good condition.

Prior Board Actions:

04-26-16 Regional Parks Fee Package

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Proposed new fees and fee increases will help recover the cost of providing services at Regional Parks and will contribute to the maintenance of safe facilities for the public to enjoy.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		(\$14,813)	
Additional Appropriation Requested			
Total Expenditures		(\$14,813)	
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other		(\$14,813)	
Use of Fund Balance			
Contingencies			
Total Sources		(\$14,813)	
Narrative Explanation of Fiscal Impacts:			
Proposed fee increases for certain services will help offset the costs of providing these services, while others are being lowered based on policy considerations and to encourage utilization of services. Fees will change on July 1, 2017 to align with the start of the fiscal year. Changes to fees are expected to decrease FY17-18 revenues by \$14,813.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Concurrent Resolution 1 – Fee Adjustments Concurrent Resolution 2 – Staff Charges Regional Parks Fee Package Cover Sheet Attachment A, Regional Parks Fee and Revenue Summary Staff Charges Attachment B, FY16-17 Regional Parks Comparison with Similar Agencies			

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



County of Sonoma
State of California

Date: May 9, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,

Whereas, the County of Sonoma owns and operates more than fifty Regional Parks and Regional Trails; and

Whereas, pursuant to California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)(4), and Sonoma County Code section 20-24, the County of Sonoma may charge fees to for the entrance and use of County parks, and to recover the reasonable cost of service provided to the fee payor for maintaining the parks and providing government services;

Whereas, in fiscal year 2015-16 the Regional Parks Department generated \$5.2M in revenues and \$12.2M in expenditures with a General Fund subsidy of \$4.7M and Transit and Occupancy Tax of \$2.3M to operate and maintain the County's park system, excluding the Marinas and Spring Lake Park; and

Whereas, the fee revenue generated for the provision of these services does not fully recover the cost to provide those services to the fee payors, however, the fee revenue offsets expenses incurred in the operation and maintenance of the County's park system; and

Whereas, a comparison of Regional Parks revenue, expenditures, and the General Fund subsidy in the last fiscal year indicates that the additional revenues to be collected from the adjusted fees will be less than the cost to the County of funding the Regional Parks programs;

Now, Therefore, Be It Resolved that to recover the reasonable cost of providing certain parks services, it is necessary to increase certain fees and establish certain new fees as set forth below.

Be It Further Resolved based on information presented to this Board, this Board finds that the proposed fees comply with all legal requirements, including Art. XIII C of the California Constitution.

Resolution #1

Date:

Page 2

Be It Further Resolved that in all other respects, previously established fees for the Regional Parks Department not modified by this resolution shall remain in full force and effect.

Be It Further Resolved that if any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portion of this resolution

Be It Further Resolved that pursuant to Section 20-24 of the Code of the County of Sonoma, adjustments to Still Photo Permits, Motion Picture Permits, , Kenwood Gazebo Permit, Gualala Visitor's Center Permit, Boat Launch, Water Park Adult Admission, and Tolay Fall Festival Vendor fees, as identified in the Fee Package Cover Sheet, and an update to the camp reservation cancellation policy as identified in the Summary are hereby authorized to become effective on July 1, 2017, and shall supersede rates and policies presently in effect, and shall be incorporated into the schedule of all rates and fees charged for the use of Sonoma County's park facilities.

Be It Further Resolved that the Director of Regional Parks is hereby authorized and directed to take such steps as necessary to implement and charge the adjusted fees adopted herein.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: May 9, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Adjusting Staff Charges For Equipment, Repair Of Damage, Setup For Events, And Staff Hourly Costs For Maintenance, Grounds Services, Park Operations, Administration, Planners, Building Workers, And General Services Mechanics And Painters To Recover The Reasonable Cost Of Providing These Services.

Whereas, the County of Sonoma operates and stewards more than fifty four Regional Parks, trails, and beaches; and

Whereas, it is in the interest of the County to operate or oversee operations of Regional Parks and the Occidental Community Center to respond to community cultural and recreational needs; and

Whereas, it is in the best interests of the County of Sonoma and the general public to maintain and operate said facilities at a standard of care that provides for the welfare, safety, and enjoyment of park visitors; and

Whereas, staff charges have been established by the County to offset operations, maintenance, administration, and planning costs and to recover the reasonable cost of providing these services; and

Whereas, imposition of staff charges will provide and alternative revenue source so that the General Fund does not have to be used to pay for these services; and

Whereas, the Director of Regional Parks has recommended that the Board of Supervisors of the County of Sonoma adopt adjustments to staff charges for equipment, repair of damage, setup for events and staff hourly costs for maintenance, grounds services, park operations, administration, planning, building workers, and General Services mechanics and painters as identified in Attachment A to the Agenda Report accompanying this Resolution (“Fee and Revenue Summary Chart, Staff Charges”).

Now, Therefore, Be It Resolved that to recover the reasonable cost of providing certain park services, it is necessary to increase certain fees and establish new fees as set forth

Resolution #2

Date:

Page 2

below.

Be It Further Resolved that staff charges shall be adjusted as specified under Attachment A to become effective July 1, 2017, and that the Director of Regional Parks is hereby authorized and directed to take such steps as necessary to implement and charge the rates adopted herein.

Be It Further Resolved that the Director of Regional Parks is hereby authorized and directed to take such steps as necessary to implement and charge the adjusted rates and new fees adopted herein.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Department: Regional Parks

Fee Hearing: May 9, 2017 Spring, 2017

Reference Number	Fee Description (Short)	Legal Basis for Fee*	Requirement to Adjust Fee (Resolution or Ordinance)	FY 2015-16 Units	Anticipated Units, FY 2017-18	Current Fee Amount	Proposed Fee Amount	Change in Fee	Proposed Effective Date	Additional Revenue Expected**	Last Date Fee Changed	Amount Prior to Last Change	Actual Cost of Providing Service
1	Still Photo Fees - up to 5 vehicles	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	1	1	\$ 319.00	\$ 329.00	3%	7/1/2017	\$ 10.00	4/26/2016	\$ 316.00	n/a
2	Still Photo Fees - 6 to 8 vehicles	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	0	-	\$ 447.00	\$ 460.00	3%	7/1/2017	\$ -	4/26/2016	\$ 443.00	n/a
3	Still Photo Fees - 9 to 15 vehicles	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	0	-	\$ 575.00	\$ 592.00	3%	7/1/2017	\$ -	4/26/2016	\$ 570.00	n/a
4	Still Photo Fees - 16 or more vehicles	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	0	-	\$ 703.00	\$ 724.00	3%	7/1/2017	\$ -	4/26/2016	\$ 696.00	n/a
5	Motion Picture Fees - up to 5 vehicles	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	1	1	\$ 447.00	\$ 460.00	3%	7/1/2017	\$ 13.00	4/26/2016	\$ 443.00	n/a
6	Motion Picture Fees - 6 to 10 vehicles	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	0	-	\$ 575.00	\$ 592.00	3%	7/1/2017	\$ -	4/26/2016	\$ 570.00	n/a
7	Motion Picture Fees - 11 to 15 vehicles	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	0	-	\$ 703.00	\$ 724.00	3%	7/1/2017	\$ -	4/26/2016	\$ 696.00	n/a
8	Motion Picture Fees - 16 to 20 vehicles	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	0	-	\$ 831.00	\$ 856.00	3%	7/1/2017	\$ -	4/26/2016	\$ 823.00	n/a
9	Motion Picture Fees - 21 to 25 vehicles	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	0	-	\$ 958.00	\$ 987.00	3%	7/1/2017	\$ -	4/26/2016	\$ 949.00	n/a
10	Motion Picture Fees - 25 or more vehicles	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	0	-	\$ 1,087.00	\$ 1,120.00	3%	7/1/2017	\$ -	4/26/2016	\$ 1,076.00	n/a
11	Kenwood Gazebo Special Use Permit	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	6	6	\$ 56.00	\$ 58.00	4%	7/1/2017	\$ 12.00	4/26/2016	n/a	n/a
12	Gualala Visitor's Center Special Use Permit	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	1	1	\$ 56.00	\$ 58.00	4%	7/1/2017	\$ 2.00	4/26/2016	n/a	n/a
13	Boat Launch Fee	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	52	5,100	\$ 7.00	\$ 4.00	-43%	7/1/2017	\$ (15,300.00)	5/1/2016	n/a	n/a
14	Water Park Adult Admission	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	10	20	\$ 15.00	\$ 10.00	-33%	7/1/2017	\$ (100.00)	5/1/2016	n/a	n/a
15	Tolay Fall Festival Vendors	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	5	5	n/a	\$ 100.00	n/a	7/1/2017	\$ 500.00	n/a	n/a	n/a

REGIONAL PARKS
FEE AND REVENUE SUMMARY CHART, STAFF CHARGES
(effective 07/01/17)

FY 17-18 Projected Revenues

Regional Parks Department		CURRENT	PROPOSED			
FEE DESCRIPTION	FY 17-18 BUDGET UNITS OF SERVICE	RATE Effective 7/1/2016	RATE Effective 7/1/2017	RATE DOLLAR CHANGE	RATE PERCENTAGE CHANGE	FY 16-17 REVENUE INCREASE DUE TO RATE CHANGE

15-32

REGIONAL PARKS - Regional Parks (Department-wide)

HOURLY RATE ADJUSTMENTS:

Staff Charges for facility users or damage

Building Mechanic II (General Services)	2	\$103.04	\$114.23	\$11.19	10.9%	\$22
Lifeguard A	4	\$27.31	\$30.99	\$3.68	13.5%	\$15
Lifeguard B	8	\$29.16	\$33.90	\$4.74	16.3%	\$38
Lifeguard C	0	\$31.12	\$35.92	\$4.80	15.4%	\$0
Lifeguard Supv	0	\$36.71	\$42.08	\$5.37	14.6%	\$0
Park Aide	5	\$29.31	\$29.82	\$0.51	1.7%	\$3
Park Ranger Assistant	2	\$39.48	\$38.99	(\$0.49)	-1.2%	(\$1)
Park Ranger I	2	\$93.76	\$96.24	\$2.48	2.6%	\$5
Park Ranger II	0	\$102.34	\$114.11	\$11.77	11.5%	\$0
Supervising Ranger	0	\$118.18	\$130.84	\$12.66	10.7%	\$0
Undergrad Intern	0	\$27.62	\$24.50	(\$3.12)	-11.3%	\$0
Park Grounds and Maintenance Worker II	0	\$85.01	\$90.88	\$5.87	6.9%	\$0
Park Grounds and Maintenance Worker I	0	\$36.91	\$38.06	\$1.15	3.1%	\$0
Park Maintenance Supervisor	0	\$98.93	\$108.72	\$9.79	9.9%	\$0
Department Analyst	0	\$122.05	\$136.24	\$14.19	11.6%	\$0
Planning Technician	0	n/a	\$81.50	n/a	n/a	n/a
Planning SOA	0	n/a	\$65.92	n/a	n/a	n/a
Planner II	0	\$92.58	\$107.60	\$15.02	16.2%	\$0
Senior Park Planner	0	\$135.24	\$136.75	\$1.51	1.1%	\$0
Program Manager	0	\$100.00	\$123.00	\$23.00	23.0%	\$0
Right of Way Agent	0	\$52.69	\$63.69	\$11.00	20.9%	\$0
Planning Manager	0	\$137.53	\$155.18	\$17.65	12.8%	\$0
Total Revenue:						\$82

Note: Budget units are estimated staff hours. Does not include all Regional Parks job classes. The same methodology will be used to create billable rates for job classes not included in this document on an as needed basis.

Justification:

This fee schedule is used by the Department to obtain full reimbursement for: (1) special events that require additional staffing, (2) staff costs for repair of damage caused by special events, (3) setup of specialized equipment by County staff, (4) staff costs for maintenance and grounds services.

The proposed fee represents the actual cost of providing staffing and will be used to help offset the cost of providing staffing services associated with special events at County facilities. The Department has established these rates based on the budgeted cost of salary plus benefits for positions with administrative overhead included in the rates. Regional Parks has calculated the rates for all Regional Park staff. Building Mechanic rates are established with General Services and charged through Regional Parks. Rate increases would become effective July 1, 2017.

**Attachment B:
Market Research on Comparable Park Agencies
2016-2017**

Regular Memberships		Average = \$78.30, low = \$40, high = \$150
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 69.00	
Marin County	\$ 88.00	
Orange County	\$ 80.00	Includes both beach and Regional Parks
Riverside County	\$ 45.00	
San Bernardino County	\$ 125.00	
San Diego County	\$ 40.00	
San Luis Obispo County	\$ 150.00	Regional vehicle pass
Sacramento County	\$ 50.00	
San Mateo County	\$ 60.00	Individual
Santa Clara County	\$ 95.00	
East Bay Regional Parks	\$ 50.00	Individual

Senior Memberships		Average = \$53.31, low = \$0, high = \$130
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 49.00	
Marin County	\$ 39.00	
Orange County	\$ 50.00	Includes both beach and Regional Parks
San Bernardino County	\$ 100.00	
San Luis Obispo County	\$ 130.00	
Riverside County	\$ 15.00	
Santa Clara County	\$ 47.50	Lifetime pass
East Bay Regional Parks	\$ 45.00	
San Diego County	\$ -	Free for seniors

Disabled Passes		Average = \$57.17, low = \$10, high = \$130
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 29.00	
Marin County	\$ 39.00	
Orange County	\$ 50.00	
Riverside County	\$ 15.00	
San Bernardino County	\$ 100.00	
San Luis Obispo County	\$ 130.00	
San Diego County	\$ -	Free for seniors
East Bay Regional Parks	\$ 45.00	

Low Income Passes		Average = \$13.33, low = \$5, high = \$25
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 5.00	
Sacramento County	\$ 10.00	
Santa Clara County	\$ 25.00	
California State Park	\$ 5.00	Golden Bear Pass

**Attachment B:
Market Research on Comparable Park Agencies
2016-2017**

Day Use parking		Average = \$6.27, low = \$3, high = \$8
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 7.00	
Marin County	\$ 5.00	\$10 on weekends and holidays
Orange County	\$ 3.00	\$5 on weekends, \$7 on some holidays
Riverside County	\$ 5.00	Special events & holidays \$15
San Bernardino County	\$ 8.00	\$10 on weekends and holidays
San Diego County	\$ 3.00	
San Luis Obispo County	\$ 3.00	\$10 at lake parks
Sacramento County	\$ 5.00	\$8 on summer weekends
San Mateo County	\$ 6.00	
Santa Clara County	\$ 6.00	Free for disabled visitors
East Bay Regional Parks	\$ 5.00	\$3 - \$9 depending on park
California State Parks	\$ 8.00	\$7 for seniors

Reservation Fees		Average = \$7.57, low \$5, high \$10
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 9.50	
Riverside County	\$ 8.00	\$15 Group sites and cabins
San Bernardino County	\$ 7.00	
San Diego County	\$ 5.00	
San Luis Obispo County	\$ 9.00	
San Mateo County	\$ 10.00	Per phone, on-line reservations = \$7
East Bay Regional Parks	\$ 8.00	
Casini Ranch	\$ 6.00	

Camping - tent site		Average = \$26.13, low \$20, high \$35
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 35.00	Camping fees vary from \$28 to \$35 per night
East Bay Regional Parks	\$ 25.00	
Santa Clara County	\$ 30.00	
Orange County	\$ 20.00	Senior/disabled = \$15
San Bernardino County	\$ 20.00	
San Diego County	\$ 29.00	
San Mateo County	\$ 25.00	
Mendocino County	\$ 25.00	
California State Parks	\$ 35.00	

Camping - RV site		Average = \$36, low \$20, high \$45
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 35.00	No difference between tent camping and RV camping
East Bay Regional Parks	\$ 35.00	includes sewer, water & electricity
Santa Clara County	\$ 40.00	
Orange County	\$ 20.00	Utilities \$6
San Bernardino County	\$ 40.00	Partial hook-up = \$30 per night
San Diego County	\$ 36.00	Full hook-up
San Mateo County	\$ 45.00	Coyote Point only

**Attachment B:
Market Research on Comparable Park Agencies
2016-2017**

Dump station fee		Average = \$4.40, low \$0, high \$15 (fees for campers)
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 7.00	
Santa Clara Regional Parks	\$ 15.00	no charge to campers
Riverside County Regional Parks	\$ 8.00	no charge to campers
San Bernadino County Regional Parks	\$ 15.00	no charge to campers
San Mateo County Regional Park	\$ 15.00	

Camping - hike/bike		Average = \$13.75, low \$5, high \$25
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 5.00	
Santa Clara Regional Parks	\$ 15.00	
East Bay Regional Parks	\$ 25.00	per person per night
San Mateo County Regional Park	\$ 10.00	
Salt Point State Park	\$ 5.00	

Group camping		Average = \$168, low \$75, high \$250
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 225.00	
Santa Clara Regional Parks	\$ 140.00	Capacity 40 people
East Bay Regional Parks	\$ 75.00	50 people or less, fees go to \$300 for 300 people
Orange County Regional Parks	\$ 250.00	Average rate, prices range from \$120 to \$400
San Mateo County Regional Park	\$ 150.00	Most group sites are \$175
Casini Ranch	\$ 225.00	

Group picnic 25 - 99 (uncovered)		Average = \$168.83, low \$90, high \$400
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 56.00	Up to 99 people
Santa Clara Regional Parks	\$ 143.00	Up to 49 people = \$115, up to 99 people = \$143
East Bay Regional Parks	\$ 160.00	Up to 35 people = \$60, 50 = \$80, 75 = \$120
Orange County Regional Parks	\$ 100.00	
San Bernadino County Regional Parks	\$ 125.00	Sites with shelter up to \$400
San Luis Obispo County	\$ 90.00	Up to 50 people = \$60
San Mateo County Regional Park	\$ 120.00	Up to 20 people = \$50, 50 = \$75

Group picnic 100 - 199 (uncovered)		Average = \$238.60, low \$130, high \$315
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 96.00	
Santa Clara Regional Parks	\$ 248.00	Up to 149 people = \$173
East Bay Regional Parks	\$ 315.00	Up to 150 people = \$240
Orange County Regional Parks	\$ 200.00	Up to 500 people = \$500
San Luis Obispo County	\$ 130.00	Up to 250 people
San Mateo County Regional Park	\$ 300.00	151+ people

**Attachment B:
Market Research on Comparable Park Agencies
2016-2017**

Boat Launch	\$ 7.00	Average = \$7.33, low \$3, high \$10
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 7.00	Rates vary depending no. of vehicles and group size
Alexander Valley RV Park	\$ 10.00	
San Mateo County	\$ 3.00	
Santa Clara County	\$ 9.00	

Concessionaire Permits	\$ 7.00	Average = \$133.33, low \$50, high \$250
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 50.00	Plus 10% of revenues
East Bay Regional Parks	\$ 75.00	Plus 10% of revenues
Sacramento County	\$ 150.00	Vendor booth fee
Santa Clara County	\$ 105.00	Plus 10% of revenues

Photography	Average = \$133.33, low \$50, high \$250	
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 316.00	Rates vary depending no. of vehicles and group size
Santa Clara Regional Parks	\$ 50.00	Per day
East Bay Regional Parks	\$ 100.00	Good for 12 months
San Mateo County	\$ 250.00	Per day
San Diego County	\$ 300.00	

Filming	Average = \$1,058.33, low \$925, high \$1,250	
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 443.00	Rates vary depending no. of vehicles and group size
Santa Clara Regional Parks	\$ 925.00	For profit, \$260 non-profit
East Bay Regional Parks	\$ 1,250.00	For a full day, half day = \$750 or \$165 per hour
San Mateo County Regional Park	\$ 1,000.00	Per day
San Diego County	\$ 600.00	



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 31k
(This Section for use by Clerk of the Board Only.)

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

Board Agenda Date: May 9, 2017

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks and the Sonoma County Water Agency

Staff Name and Phone Number:

Jim Piercy (707) 565-3955

Supervisorial District(s):

All

Title: Spring Lake Park Fee Adjustments

Recommended Actions:

Adopt a resolution of the Board of Supervisors and the Board of Directors of the Sonoma County Water Agency authorizing fee adjustments for Film and Photography Permits, Boat Launch Fee, and Water Park Adult Admission. There are two new fees, a Water Park Season Pass and Water Park Rental, and a policy change to camping reservations. Fee changes will become effective on July 1, 2017.

Adopt a resolution of the Board of Supervisors and the Board of Directors of the Sonoma County Water Agency authorizing adjustments in hourly staff billing rates applicable to recover the reasonable costs of providing services such as repairs, set-up and staffing for events, special use permits, and for maintenance and grounds keeping services effective July 1, 2017.

Executive Summary:

Sonoma County Regional Parks, which is celebrating its 50th anniversary in 2017, had nearly 1 million visitors at Spring Lake Park in FY15-16 including 18,000 students attending environmental education programs out of the Environmental Discovery Center, looks forward to an exciting summer in 2017 with an expanded water park, new wedge cabins, and boat rentals. Fees paid by park visitors enable Regional Parks to operate the facility and to offer innovative programming to meet community needs. Regional Parks proposes changes to its fees to recover the reasonable costs for maintaining parks for public use, for providing park services, and for consistency with prior fee adjustments. Details are included in the Fee Package Cover Sheet and Fee Package Detail attached to the Resolutions accompanying this Agenda Report and summarized here. A market analysis of fees charged by other similar agencies was completed in Winter 2017 and is included as Attachment B

Discussion:

Changes to Current Fees and Rates:

Regional Parks proposes changes to fees for Photo and Film Permits to help offset projected staffing cost increases. Photo and Film Permits will increase by 3% and are projected to generate an additional \$20 in revenue in FY17-18.

Regional Parks proposes a reduction in the Boat Launch Fee. The Boat Launch Fee was a new fee for FY16-17 and received considerable negative feedback from local recreational boaters. This reduction from \$7 to \$4 will increase utilization of the Boat Launch and better meet the needs of the recreational fishing community. Regional Park Memberships will also now include Boat Launch usage as part of the membership benefits, which encourage boaters to become park members and more broadly utilize the Regional Parks system.

The Water Park was a new addition to Spring Lake park in FY15-16 and was very successful. While youth usage exceeded projections, utilization by adults was lower than projected. Regional Parks proposes a reduction in the Water Park Adult Admission fee to encourage greater participation by parents and other adults. It is expected that increased usage will result in an increase of about \$825 in additional revenue.

New Fees:

Regional Parks proposes two new fees for FY17-18, both related to the Water Park. The first new fee is a Water Park Season Pass. Regional Parks will manage the boat rental concession at Spring Lake Park, in the past boat rentals were operated as part of the food concession operation. The \$60 Water Park Season Pass will offer park visitors unlimited use of the inflatable water park equipment and unlimited use of the boat rental equipment. This new fee is designed to meet the needs of park users.

The second new fee is a Water Park Rental fee that offers sole use of Water Park equipment. Regional Parks has received several inquiries about exclusive use of the amenity for large groups and organizations. This fee includes exclusive use of the Water Park Equipment from 10:00 AM to 11:00 AM, public use of the Water Park for the remainder of the day, and use of the adjacent group picnic area for \$350. This fee covers 50 people, additional participants are \$10 each

Justification to Changes to Current Fees:

The primary purpose of the proposed increases to Regional Park Fees is to maintain core services that provide park users with a safe experience in our parks. The proposed fees also comply with Proposition 26 criteria because the fees reflect the reasonable cost of maintaining the parks for public use and recovering the reasonable costs of the services provided. Fee amounts cover only a portion of the Department's overall costs as Spring Lake Park receives over \$2.8M per year for providing management and operation services support to the Water Agency. Therefore the proposed fee increases for park users do not exceed the reasonable cost of maintaining the parks for public use and for providing for these public services. The proposed fees are reasonably allocated since they are applied equally based on use or service provided either to the public at large or to those who buy annual passes, which are available to the public. They are reasonable based on comparisons with similar related services, see attachment C to Resolution 1 of this Agenda Report for tables with comparative information. While partial cost recovery is the key driver necessitating Parks fees, as demonstrated by the decreases in certain fees, Regional Parks seeks to ensure that its fees are not prohibitive to users even at the expense of cost recovery.

Policy Changes:

The current reservation cancellation policy results in the forfeiture of the fee for the first night's camping. This policy was implemented to prevent visitors from locking up multiple camp sites with reservations then cancelling all but one site reservation at the last minute. Regional Parks proposes changing the policy to a forfeiture of the first night's camping fee when a reservation is cancelled less than 10 days prior to the arrival date. This change will provide a benefit to campers who need to change their plans and it will still provide adequate time to allow other campers to reserve that space.

Changes to Staff Charges:

Regional Parks requests Board approval of updates to the rates for Staff Charges to obtain full reimbursement for special events that require extra staffing, staff costs for the repair of damage caused by special events, set up of specialized equipment by County staff, and staff costs for maintenance and grounds services. The Department has established these rates based on the budgeted cost of salaries and benefits along with administrative overhead associated with the positions.

Summary of Expected Results:

With revenue from these fee increases the Department expects to keep all Regional Parks open with a satisfactory level of maintenance and will remain in safe and good condition.

Prior Board Actions:

04-26-16 Regional Parks Fee Package

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Proposed new fees and fee increases will help recover the cost of providing services at Regional Parks and will contribute to the maintenance of safe facilities for the public to enjoy.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		(\$8,277)	(\$8,277)
Additional Appropriation Requested			
Total Expenditures		(\$8,277)	(\$8,277)
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other		(\$8,277)	(\$8,277)
Use of Fund Balance			
Contingencies			
Total Sources		(\$8,277)	(\$8,277)
Narrative Explanation of Fiscal Impacts:			
Proposed fee increases for certain services will help offset the costs of providing these services, while others are being lowered based on policy considerations and to encourage utilization of services. Fees will change on July 1, 2017 to align with the start of the fiscal year. Changes to fees are expected to decrease FY17-18 revenues by \$8,277.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Concurrent Resolution 1 – Fee Adjustments Concurrent Resolution 2 – Staff Charges SLP Fee Package Cover Sheet Attachment A, Regional Parks Fee and Revenue Summary Staff Charges Attachment B, FY16-17 Regional Parks Comparison with Similar Agencies			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma
State of California

Date: May 9, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma and the Directors of the
Sonoma County Water Agency, State Of California,**

Whereas, the County of Sonoma owns and operates more than fifty Regional Parks and Regional Trails; and

Whereas, pursuant to California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)(4), and Sonoma County Code section 20-24, the County of Sonoma may charge fees for the entrance and use of County parks, and to recover the reasonable cost of service provided to the fee payor for maintaining the parks and providing government services;

Whereas, in fiscal year 2016-17 Spring Lake Park generated \$0.06M in revenues and \$2.6M in expenditures with management fees of \$2.54 M to operate and maintain Spring Lake Park; and

Whereas, the fee revenue generated for the provision of these services does not fully recover the cost to provide those services to the fee payors, however, the fee revenue offsets expenses incurred in the operation and maintenance of the County's park system; and

Whereas, a comparison of Regional Parks revenue, expenditures, and the Water Agency management and operation fees received in the last fiscal year indicates that the additional revenues to be collected from the adjusted fees will be less than the cost to the County of funding the Regional Parks programs;

Now, Therefore, Be It Resolved that to recover the reasonable cost of providing certain parks services, it is necessary to increase certain fees and establish certain new fees as set forth below.

Be It Further Resolved based on information presented to this Board, this Board finds that the proposed fees comply with all legal requirements, including Art. XIII C of the California Constitution.

Resolution #1

Date:

Page 2

Be It Further Resolved that in all other respects, previously established fees for the Regional Parks Department not modified by this resolution shall remain in full force and effect.

Be It Further Resolved that if any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portion of this resolution

Be It Further Resolved that pursuant to Section 20-24 of the Code of the County of Sonoma, adjustments to Still Photo Permits, Motion Picture Permits, Boat Launch, Water Park Adult Admission, Water Park Season Pass, and Water Park Rental as identified in Attachment A, and an update to the camp reservation cancellation policy as identified in the Summary are hereby authorized to become effective on July 1, 2017, and shall supersede rates and policies presently in effect, and shall be incorporated into the schedule of all rates and fees charged for the use of Spring Lake Park's facilities.

Be It Further Resolved that the Director of Regional Parks is hereby authorized and directed to take such steps as necessary to implement and charge the adjusted fees adopted herein.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: May 9, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma And The Directors Of The Sonoma County Water Agency, State Of California, Adjusting Staff Charges For Equipment, Repair Of Damage, Setup For Events, And Staff Hourly Costs For Maintenance, Grounds Services, Park Operations, Administration, Planners, Building Workers, And General Services Mechanics And Painters To Recover The Reasonable Cost Of Providing These Services.

Whereas, the County of Sonoma operates and stewards more than fifty four Regional Parks, trails, and beaches; and

Whereas, it is in the interest of the County to operate or oversee operations of Regional Parks and the Occidental Community Center to respond to community cultural and recreational needs; and

Whereas, it is in the best interests of the County of Sonoma and the general public to maintain and operate said facilities at a standard of care that provides for the welfare, safety, and enjoyment of park visitors; and

Whereas, staff charges have been established by the County to offset operations, maintenance, administration, and planning costs and to recover the reasonable cost of providing these services; and

Whereas, imposition of staff charges will provide an alternative revenue source so that the General Fund does not have to be used to pay for these services; and

Whereas, the Director of Regional Parks has recommended that the Board of Supervisors of the County of Sonoma and the Directors of the Sonoma County Water Agency adopt adjustments to staff charges for equipment, repair of damage, setup for events and staff hourly costs for maintenance, grounds services, park operations, administration, planning, building workers, and General Services mechanics and painters as identified in Attachment A to the Agenda Report accompanying this Resolution (“Fee and Revenue Summary Chart, Staff Charges”).

Now, Therefore, Be It Resolved that to recover the reasonable cost of providing certain

Resolution #2

Date:

Page 2

park services, it is necessary to increase certain fees and establish new fees as set forth below.

Be It Further Resolved that staff charges shall be adjusted as specified under Attachment A to become effective July 1, 2017, and that the Director of Regional Parks is hereby authorized and directed to take such steps as necessary to implement and charge the rates adopted herein.

Be It Further Resolved that the Director of Regional Parks is hereby authorized and directed to take such steps as necessary to implement and charge the adjusted rates and new fees adopted herein.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Reference Number	Fee Description (Short)	Legal Basis for Fee*	Requirement to Adjust Fee (Resolution or Ordinance)	FY 2015-16 Units	Anticipated Units, FY 2017-18	Current Fee Amount	Proposed Fee Amount	Change in Fee	Proposed Effective Date	Additional Revenue Expected**	Last Date Fee Changed	Amount Prior to Last Change	Actual Cost of Providing Service
1	Still Photo Fees - up to 5 vehicles	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	1	1	\$ 319.00	\$ 329.00	3%	7/1/2017	\$ 10.00	4/26/2016	\$ 316.00	n/a
2	Still Photo Fees - 6 to 8 vehicles	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	0	-	\$ 447.00	\$ 460.00	3%	7/1/2017	\$ -	4/26/2016	\$ 443.00	n/a
3	Still Photo Fees - 9 to 15 vehicles	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	0	-	\$ 575.00	\$ 592.00	3%	7/1/2017	\$ -	4/26/2016	\$ 570.00	n/a
4	Still Photo Fees - 16 or more vehicles	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	0	-	\$ 703.00	\$ 724.00	3%	7/1/2017	\$ -	4/26/2016	\$ 696.00	n/a
5	Motion Picture Fees - up to 5 vehicles	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	1	1	\$ 447.00	\$ 460.00	3%	7/1/2017	\$ 13.00	4/26/2016	\$ 443.00	n/a
6	Motion Picture Fees - 6 to 10 vehicles	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	0	-	\$ 575.00	\$ 592.00	3%	7/1/2017	\$ -	4/26/2016	\$ 570.00	n/a
7	Motion Picture Fees - 11 to 15 vehicles	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	0	-	\$ 703.00	\$ 724.00	3%	7/1/2017	\$ -	4/26/2016	\$ 696.00	n/a
8	Motion Picture Fees - 16 to 20 vehicles	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	0	-	\$ 831.00	\$ 856.00	3%	7/1/2017	\$ -	4/26/2016	\$ 823.00	n/a
9	Motion Picture Fees - 21 to 25 vehicles	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	0	-	\$ 958.00	\$ 987.00	3%	7/1/2017	\$ -	4/26/2016	\$ 949.00	n/a
10	Motion Picture Fees - 25 or more vehicles	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	0	-	\$ 1,087.00	\$ 1,120.00	3%	7/1/2017	\$ -	4/26/2016	\$ 1,076.00	n/a
11	Boat Launch Fee	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	45	2,500	\$ 7.00	\$ 4.00	-43%	7/1/2017	\$ (7,500.00)	5/1/2016	n/a	n/a
12	Water Park Adult Admission	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	945	1,500	\$ 15.00	\$ 10.00	-33%	7/1/2017	\$ (7,500.00)	5/1/2016	n/a	n/a
13	Water Park Season Pass	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	n/a	100	\$ -	\$ 60.00	n/a	7/1/2017	\$ 6,000.00	n/a	n/a	n/a
14	Water Park Rental	California Constitution, Article XI, section 7, California Constitution, Art. XIII C, Section 1(e)	Resolution	n/a	2	\$ -	\$ 350.00	n/a	7/1/2017	\$ 700.00	n/a	n/a	n/a

*Please cite all applicable sections.

**Please explain if not equal to the difference between proposed and current fee times the expected volume of fees.

REGIONAL PARKS
FEE AND REVENUE SUMMARY CHART, STAFF CHARGES
(effective 07/01/17)

FY 17-18 Projected Revenues

Regional Parks Department		CURRENT	PROPOSED			
FEE DESCRIPTION	FY 17-18 BUDGET UNITS OF SERVICE	RATE Effective 7/1/2016	RATE Effective 7/1/2017	RATE DOLLAR CHANGE	RATE PERCENTAGE CHANGE	FY 16-17 REVENUE INCREASE DUE TO RATE CHANGE

15-32

REGIONAL PARKS - Regional Parks (Department-wide)

HOURLY RATE ADJUSTMENTS:

Staff Charges for facility users or damage

Building Mechanic II (General Services)	2	\$103.04	\$103.04	\$0.00	0.0%	\$0
Lifeguard A	4	\$27.31	\$30.99	\$3.68	13.5%	\$15
Lifeguard B	8	\$29.16	\$33.90	\$4.74	16.3%	\$38
Lifeguard C	0	\$31.12	\$35.92	\$4.80	15.4%	\$0
Lifeguard Supv	0	\$36.71	\$42.08	\$5.37	14.6%	\$0
Park Aide	5	\$29.31	\$29.82	\$0.51	1.7%	\$3
Park Ranger Assistant	2	\$39.48	\$38.99	(\$0.49)	-1.2%	(\$1)
Park Ranger I	2	\$93.76	\$96.24	\$2.48	2.6%	\$5
Park Ranger II	0	\$102.34	\$114.11	\$11.77	11.5%	\$0
Supervising Ranger	0	\$118.18	\$130.84	\$12.66	10.7%	\$0
Undergrad Intern	0	\$27.62	\$24.50	(\$3.12)	-11.3%	\$0
Park Grounds and Maintenance Worker II	0	\$85.01	\$90.88	\$5.87	6.9%	\$0
Park Grounds and Maintenance Worker I	0	\$36.91	\$38.06	\$1.15	3.1%	\$0
Park Maintenance Supervisor	0	\$98.93	\$108.72	\$9.79	9.9%	\$0
Department Analyst	0	\$122.05	\$136.24	\$14.19	11.6%	\$0
Planning Technician	0	n/a	\$81.50	n/a	n/a	n/a
Planning SOA	0	n/a	\$65.92	n/a	n/a	n/a
Planner II	0	\$92.58	\$107.60	\$15.02	16.2%	\$0
Senior Park Planner	0	\$135.24	\$136.75	\$1.51	1.1%	\$0
Program Manager	0	\$100.00	\$123.00	\$23.00	23.0%	\$0
Right of Way Agent	0	\$52.69	\$63.69	\$11.00	20.9%	\$0
Planning Manager	0	\$137.53	\$155.18	\$17.65	12.8%	\$0
Total Revenue:						\$59

Note: Budget units are estimated staff hours. Does not include all Regional Parks job classes. The same methodology will be used to create billable rates for job classes not included in this document on an as needed basis.

Justification:

This fee schedule is used by the Department to obtain full reimbursement for: (1) special events that require additional staffing, (2) staff costs for repair of damage caused by special events, (3) setup of specialized equipment by County staff, (4) staff costs for maintenance and grounds services.

The proposed fee represents the actual cost of providing staffing and will be used to help offset the cost of providing staffing services associated with special events at County facilities. The Department has established these rates based on the budgeted cost of salary plus benefits for positions with administrative overhead included in the rates. Regional Parks has calculated the rates for all Regional Park staff. Building Mechanic rates are established with General Services and charged through Regional Parks. Rate increases would become effective July 1, 2017.

**Attachment B:
Market Research on Comparable Park Agencies
2016-2017**

Regular Memberships		Average = \$78.30, low = \$40, high = \$150
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 69.00	
Marin County	\$ 88.00	
Orange County	\$ 80.00	Includes both beach and Regional Parks
Riverside County	\$ 45.00	
San Bernardino County	\$ 125.00	
San Diego County	\$ 40.00	
San Luis Obispo County	\$ 150.00	Regional vehicle pass
Sacramento County	\$ 50.00	
San Mateo County	\$ 60.00	Individual
Santa Clara County	\$ 95.00	
East Bay Regional Parks	\$ 50.00	Individual

Senior Memberships		Average = \$53.31, low = \$0, high = \$130
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 49.00	
Marin County	\$ 39.00	
Orange County	\$ 50.00	Includes both beach and Regional Parks
San Bernardino County	\$ 100.00	
San Luis Obispo County	\$ 130.00	
Riverside County	\$ 15.00	
Santa Clara County	\$ 47.50	Lifetime pass
East Bay Regional Parks	\$ 45.00	
San Diego County	\$ -	Free for seniors

Disabled Passes		Average = \$57.17, low = \$10, high = \$130
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 29.00	
Marin County	\$ 39.00	
Orange County	\$ 50.00	
Riverside County	\$ 15.00	
San Bernardino County	\$ 100.00	
San Luis Obispo County	\$ 130.00	
San Diego County	\$ -	Free for seniors
East Bay Regional Parks	\$ 45.00	

Low Income Passes		Average = \$13.33, low = \$5, high = \$25
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 5.00	
Sacramento County	\$ 10.00	
Santa Clara County	\$ 25.00	
California State Park	\$ 5.00	Golden Bear Pass

**Attachment B:
Market Research on Comparable Park Agencies
2016-2017**

Day Use parking		Average = \$6.27, low = \$3, high = \$8
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 7.00	
Marin County	\$ 5.00	\$10 on weekends and holidays
Orange County	\$ 3.00	\$5 on weekends, \$7 on some holidays
Riverside County	\$ 5.00	Special events & holidays \$15
San Bernardino County	\$ 8.00	\$10 on weekends and holidays
San Diego County	\$ 3.00	
San Luis Obispo County	\$ 3.00	\$10 at lake parks
Sacramento County	\$ 5.00	\$8 on summer weekends
San Mateo County	\$ 6.00	
Santa Clara County	\$ 6.00	Free for disabled visitors
East Bay Regional Parks	\$ 5.00	\$3 - \$9 depending on park
California State Parks	\$ 8.00	\$7 for seniors

Reservation Fees		Average = \$7.57, low \$5, high \$10
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 9.50	
Riverside County	\$ 8.00	\$15 Group sites and cabins
San Bernardino County	\$ 7.00	
San Diego County	\$ 5.00	
San Luis Obispo County	\$ 9.00	
San Mateo County	\$ 10.00	Per phone, on-line reservations = \$7
East Bay Regional Parks	\$ 8.00	
Casini Ranch	\$ 6.00	

Camping - tent site		Average = \$26.13, low \$20, high \$35
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 35.00	Camping fees vary from \$28 to \$35 per night
East Bay Regional Parks	\$ 25.00	
Santa Clara County	\$ 30.00	
Orange County	\$ 20.00	Senior/disabled = \$15
San Bernardino County	\$ 20.00	
San Diego County	\$ 29.00	
San Mateo County	\$ 25.00	
Mendocino County	\$ 25.00	
California State Parks	\$ 35.00	

Camping - RV site		Average = \$36, low \$20, high \$45
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 35.00	No difference between tent camping and RV camping
East Bay Regional Parks	\$ 35.00	includes sewer, water & electricity
Santa Clara County	\$ 40.00	
Orange County	\$ 20.00	Utilities \$6
San Bernardino County	\$ 40.00	Partial hook-up = \$30 per night
San Diego County	\$ 36.00	Full hook-up
San Mateo County	\$ 45.00	Coyote Point only

**Attachment B:
Market Research on Comparable Park Agencies
2016-2017**

Dump station fee		Average = \$4.40, low \$0, high \$15 (fees for campers)
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 7.00	
Santa Clara Regional Parks	\$ 15.00	no charge to campers
Riverside County Regional Parks	\$ 8.00	no charge to campers
San Bernadino County Regional Parks	\$ 15.00	no charge to campers
San Mateo County Regional Park	\$ 15.00	

Camping - hike/bike		Average = \$13.75, low \$5, high \$25
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 5.00	
Santa Clara Regional Parks	\$ 15.00	
East Bay Regional Parks	\$ 25.00	per person per night
San Mateo County Regional Park	\$ 10.00	
Salt Point State Park	\$ 5.00	

Group camping		Average = \$168, low \$75, high \$250
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 225.00	
Santa Clara Regional Parks	\$ 140.00	Capacity 40 people
East Bay Regional Parks	\$ 75.00	50 people or less, fees go to \$300 for 300 people
Orange County Regional Parks	\$ 250.00	Average rate, prices range from \$120 to \$400
San Mateo County Regional Park	\$ 150.00	Most group sites are \$175
Casini Ranch	\$ 225.00	

Group picnic 25 - 99 (uncovered)		Average = \$168.83, low \$90, high \$400
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 56.00	Up to 99 people
Santa Clara Regional Parks	\$ 143.00	Up to 49 people = \$115, up to 99 people = \$143
East Bay Regional Parks	\$ 160.00	Up to 35 people = \$60, 50 = \$80, 75 = \$120
Orange County Regional Parks	\$ 100.00	
San Bernadino County Regional Parks	\$ 125.00	Sites with shelter up to \$400
San Luis Obispo County	\$ 90.00	Up to 50 people = \$60
San Mateo County Regional Park	\$ 120.00	Up to 20 people = \$50, 50 = \$75

Group picnic 100 - 199 (uncovered)		Average = \$238.60, low \$130, high \$315
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 96.00	
Santa Clara Regional Parks	\$ 248.00	Up to 149 people = \$173
East Bay Regional Parks	\$ 315.00	Up to 150 people = \$240
Orange County Regional Parks	\$ 200.00	Up to 500 people = \$500
San Luis Obispo County	\$ 130.00	Up to 250 people
San Mateo County Regional Park	\$ 300.00	151+ people

**Attachment B:
Market Research on Comparable Park Agencies
2016-2017**

Boat Launch	\$ 7.00	Average = \$133.33, low \$50, high \$250
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 7.00	Rates vary depending no. of vehicles and group size
Alexander Valley RV Park	\$ 10.00	
San Mateo County	\$ 3.00	
Santa Clara County	\$ 9.00	

Concessionaire Permits	\$ 7.00	Average = \$133.33, low \$50, high \$250
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 50.00	Plus 10% of revenues
East Bay Regional Parks	\$ 75.00	Plus 10% of revenues
Sacramento County	\$ 150.00	Vendor booth fee
Santa Clara County	\$ 105.00	Plus 10% of revenues

Photography	Average = \$133.33, low \$50, high \$250	
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 316.00	Rates vary depending no. of vehicles and group size
Santa Clara Regional Parks	\$ 50.00	Per day
East Bay Regional Parks	\$ 100.00	Good for 12 months
San Mateo County	\$ 250.00	Per day
San Diego County	\$ 300.00	

Filming	Average = \$1,058.33, low \$925, high \$1,250	
Agency	Amount	Comments
Sonoma County Regional Parks	\$ 443.00	Rates vary depending no. of vehicles and group size
Santa Clara Regional Parks	\$ 925.00	For profit, \$260 non-profit
East Bay Regional Parks	\$ 1,250.00	For a full day, half day = \$750 or \$165 per hour
San Mateo County Regional Park	\$ 1,000.00	Per day
San Diego County	\$ 600.00	